



CITY OF NEW ORLEANS

LaToya Cantrell, Mayor

National Disaster Resilience

Workforce Training Program

Notice of Funding Availability (NOFA)

Office of Community Development

Marjorianna B. Willman

Director of Housing Policy & Community Development

CITY OF NEW ORLEANS

OFFICE OF COMMUNITY DEVELOPMENT

1340 Poydras St., 10th Floor - New Orleans, Louisiana 70112



Funding Opportunity Description

The City of New Orleans is undertaking an unprecedented network of integrated initiatives across Gentilly that will reduce flood risk, slow land subsidence, spur economic opportunity, improve health, encourage neighborhood revitalization, and adapt our city to a changing natural environment. This concentrated effort will establish the city's first-ever resilience district and transform Gentilly into a national model for retrofitting post-war suburban neighborhoods into resilient, safe, and equitable communities of opportunity. This work is supported by the City of New Orleans' award from the Department of Housing and Urban Development's (HUD's) National Disaster Resilience Competition (NDRC). The Competition awarded almost \$1 billion in funding for disaster recovery and long-term community resilience through a two-phase competition process. New Orleans was one of only 13 jurisdictions out of 67 eligible applicants to be awarded funding from NDRC and the City's \$141.3 million award was the second largest nationally.

The Gentilly Resilience District includes innovative water management projects that will reduce risk from flooding and subsidence by creating spaces to capture rainwater in the urban landscape. These projects will include green infrastructure features that use vegetation, soils, and natural processes to manage water and create healthier urban environments. These projects will work to connect physical resilience with social resilience by providing spaces for recreation, increasing environmental awareness, improving quality of life, and promoting environmental justice. Projects will take place in streets, in neutral grounds, in parks, on schoolyards, on open lots, and on residential properties. While each project will separately reduce risk from flooding and subsidence and provide co-benefits, collectively they will create a network of solutions with exponential benefits that transform the way New Orleanians live with water.

The City of New Orleans has allocated funding through the HUD NDRC grant for workforce development employment and training services with an anticipated start date in March 2021 and ending before September 2022. The workforce development activities will focus on preparing unemployed and underemployed workers with the skills and certifications needed to participate in the construction phase of water management projects.

Funding: The approximate anticipated funding to be available: \$3,000,000.00

Award Information

The City is seeking an organization who is flexible, adaptive, and innovative to serve as the subrecipient of the Housing and Urban Development (HUD) National Disaster Resilience (NDR) grant workforce development training program. The NDRC workforce development program subrecipient will provide opportunities for skilled employment and will focus on connecting unemployed and underemployed New Orleanians to a growing water economy through sustained outreach and job training.

The selected subrecipient will collaborate with the City of New Orleans Office of Workforce Development in the design of a workforce development training model that is up-to-date, responsive, comprehensive, and ready to meet the needs of employers, workers, and job seekers in a dynamic economy. The selected subrecipient will be responsible for the oversight and administration of all programmatic and fiscal activities related to the implementation of the NDR workforce development training program, including the procurement of qualified training providers. The selected subrecipient must exemplify high-quality, customer focused employment and training services.

Obtaining an Application Package

This NDR Workforce Training Program NOFA Application is available on the City of New Orleans' Office of Community Development Webpage: <http://www.nola.gov/community-development/> beginning December 23, 2020. Any questions should be directed to OCD Staff: Corcherrie Allen at (504) 658-49334 regarding the NOFA.

Pre-Submission Informational Session Date:

There will be an informational session to assist and to answer questions regarding the correct completion of this NOFA on **Wednesday, January 6, 2021, 10:00AM – 11:00AM** via **WebEx Direct Dial (504) 658-7001** or **Toll Free (877) 286-7156** Meeting Number 990 891 755

Application Submission Dates and Times

Applicants shall submit the following to the *Office of Community Development* directed Attention: Corcherrie Allen, Disaster CDBG Unit, 1340 Poydras St., Suite 1000, New Orleans, Louisiana 70112, 504-658-4334, not later than **January 22, 2021 at 4:00 pm CST**:

- a. One (1) signed hardcopy of the proposal in a sealed envelope, marked[“**Subrecipient for the National Disaster Resilience Workforce Training Program**”] and one (1) digitally signed proposal (maximum of three files) on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked, “**Subrecipient for the National Disaster Resilience Workforce Training Program**”;
- b. One (1) printed hard copy of the related **cost** proposal enclosed in a separate sealed envelope, marked “**Subrecipient for the National Disaster Resilience Workforce Training Program**”;
- c. A signed cover letter including the company’s name, address, and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.
- d. Applicants must complete all required attachments and submit along with both electronic and hardcopy proposal submissions.
- e. Applicants should ensure to notate clearly on the outside of all submissions (whether submitted via regular mail or via express delivery; on the envelope and the digital submission) the name of the proposer and the number and the title of the NOFA. This information is critical to the Bureau of Purchasing to identify proposals.

Applications should clearly demonstrate the applicant’s qualifications to perform the needed services and attend all factors applicable in a professional relationship. Applications should include detailed resumes or curricula vitae for the principals performing the services

The City will not accept applications submitted by fax. All proposals **must be received** by the City on or before the Delivery Deadline. The City will not accept proposals delivered after the said deadline. The City will not credit delivery claims not clearly documented by original receipt.

Anticipated NOFA Timetable

| | |
|-----------------------------------|---------------------------------|
| NOFA Application Release | December 23, 2020 |
| Pre-Submission Conference | January 6, 2021 |
| Deadline for Submitting Questions | January 8, 2021 |
| Application Submission | January 22, 2021 at 4:00pm (CT) |
| Evaluation Committee Selection | On or about January 3, 2021 |
| Notification | On or about February 19, 2021 |

Eligibility and Qualifications Information

All agencies applying for competitive funding must meet minimum eligibility requirements to receive federal funding through the Office of Community Development. The selected subrecipient must have the fiscal and programmatic capability to provide oversight and administration of all activities related to the implementation of the NDR Workforce Training Program, including the procurement of qualified training providers. Applicant organizations must

- Be a Legal Business
- Possess a U.S Federal Tax Identification (TIN) or Employer Identification Number (EIN) & DUNS Number
- Present a signed CNO Tax Clearance Form showing no outstanding taxes due
- Not be debarred or have outstanding audit findings, or a delinquent audit

If the applicant cannot comply with the above requirements it will not be eligible for the NOFA. Programmatic and Financial capability will be reviewed separately from the NOFA Application. Please complete **EXHIBIT A APPLICANT ELIGIBILITY** in its entirety for review of your organizations financial and programmatic capabilities.

Qualifications

The subrecipient will demonstrate the ability to adhere to the following fiduciary responsibilities:

- a. Administer services on a cost reimbursement basis. Organization must have the ability to support staffing, participant costs, training costs, work experience costs, and vendor cost prior to being reimbursed by the City of New Orleans.
- b. Possess at least three (3) years of experience operating a program focused on workforce development employment and training activities.
- c. Comply with federal, state, or local reporting requirements.
- d. Meet or exceed established federal, state, and local guidelines.
- e. Prepare and analyze programmatic and fiscal reports for federal, state, and local officials.
- f. Maintain accurate accounting records.
- g. Provide timely reimbursement for subcontractors and vendors.
- h. Guarantee proof of general liability insurance in excess of \$1,000,000.00 and worker's compensation insurance.
- i. Comply with all federal, state, and local fiscal monitoring reviews.

Benefit to low- and moderate- income (LMI) persons Requirement

The HUD national objective of the Workforce Development Training Program is the Low and Moderate Income Benefit. The selected applicant will be required to determine whether applicants are eligible to participate in the Workforce Training Program. The trainee household income must be equal to or less than 80% of the Area Median Income at the time of application Eligibility is determined by federal statute and HUD regulation. For HUD programs, eligibility is only determined at initial certification. For this program, the selected applicant must develop policies and procedures specifically for operating the NDR Workforce Training Program. The policies and procedures must address the Income Eligibility Requirements.

Selection Committee

The CPO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the NOFA. Each proposal to the NOFA must be evaluated by a committee of five individuals consisting of:

- The manager of the User Entity requesting the service, or his designee;
- The Chief Administrative Officer, or his designee;
- The employee who will manage and monitor the contract;
- A professional from within local government who possesses expertise in the relevant field; and
- The Chief Financial Officer, or his designee.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

Selection

The City will select a Proposer generally according to the procedures described in Executive Order MJL 10-05. The Selection Committee will first evaluate and rank responsive Applicants based on their ability to be a sub awardee of grant funds. Once the applicant is deemed eligible to become a subrecipient, the applicant will be scored on the criteria listed below and provided an assessment of that score. A Proposer may receive the

Technical Criteria

- (20 Points) **Specialized Experience and Technical Competence** – This will include a review of organization’s qualifications, experience, and documented capacity in program management and as a fiduciary;
- (20 Points) **Performance History** – This will include a review of performance history, including, without limitation, competency, responsiveness, cost control, work quality, and the ability to meet schedules and deadlines;
- (30 Points) **Quality of Program Design** – This will include a review of program design, innovative strategies that will be utilized, staffing plan, and planned performance outcomes.

DBE Participation

To ensure the full participation of DBE’s in all phases of the City’s procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan. If a DBE Participation Plan is not submitted, it shall be determined that the proposer was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee. Please direct all questions related to DBE compliance prior to the Delivery Deadline to Office of Supplier Diversity, 1340 Poydras Street, 10th Floor, New Orleans, LA 70112, telephone: 658-4220, email: supplierdiversity@nola.gov.

By responding to this NOFA, Proposer agrees to the City's required provisions as provided in Exhibit "D" and therefore waives any future right to contest the required provisions.

- (5 Points) Proposal complies with contract DBE participation goal of 35% or will conduct good faith efforts to do so.
- (5 Points) Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term, including firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.

Budget and Financial Resources

Agency proposals must include a line-item budget and budget narrative that explains and justifies how each line item will be expended. The budget should be reasonable and consistent with the proposed level of service delivery. In the general narrative comments section include and identify in-kind contributions and fund-raising activities to support program activities.

- (20 Points) Cost - This will include a review of the Applicant's line-item budget and budget narrative. This section will also include a review of the cost effectiveness of the proposed budget.

(Exhibit "C" Applicants Response Components and Requirements formats the applicant's response which will be scored based on the criteria above.)

Shortlist

The City at its sole discretion may recommend a selection of Applicants for a short list based on the overall ranking.

During the review of any applicant, the Evaluation Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of applicants;
- Seek clarification of an applicant or additional information from any or all applicants and consider same in the evaluation of applications;
- Waive any requests or requirements if such waiver is in the best interest of the City; and
- Request follow up interviews/presentations with any, some or all applicants to clarify any questions or considerations based on the information included in applications.

Ownership

All applications and/or documentation submitted therewith are City property for all applicants. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.

Effect

This NOFA and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City may cancel or modify this solicitation at any time at will, with or without notice. The agreement executed by the City and the

selected Applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.

In-Process Technical Review

The selected Applicant's performance of the services shall be subject to in-process technical review by the City's Technical Representative or such other person(s) as may be designated in writing by the Office of Workforce Development provided such actions are not unreasonable and does not interfere with the progress of the work.

Required Attachments: Proposers are required to complete the following Attachments and submit along with their hardcopy and electronic Application submission (Not submitting the required attachments may result in your response being deemed non-responsive):

- EXHIBIT "A" ELIGIBILITY APPLICATION
 - INCLUDES APPLICANT ELIGIBILITY REQUIRED ATTACHMENTS
- EXHIBIT "B" SCOPE OF WORK
- EXHIBIT "C" RESPONSE COMPONENTS AND CONTENT
- EXHIBIT "D" DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN
- EXHIBIT "E" CITY OF NEW ORLEANS CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT
- EXHIBIT "G" SECTION 3 ECONOMIC OPPORTUNITY PLAN

All other Attachments are supplied by the City as information. The following Attachments will only be requested of the successful Proposer prior to obtaining a contract:

- Attachment "F" Affidavit of Compliance with Hiring Requirements"

Information Only:

- Attachment "H" HUD Compliance Provisions

FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.

EXHIBIT A

CITY OF NEW ORLEANS
OFFICE OF COMMUNITY DEVELOPMENT
2020 NOTICE OF FUNDING AVAILABILITY (NOFA)
COMMUNITY DEVELOPMENT BLOCK GRANT

ELIGIBILITY APPLICATION

Project Period: March 1, 2021- February 28, 2022

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|---|---|--|
| <p>Submittal requirement: One (1) <u>signed original</u> application and 3 <u>copies</u> must be submitted no later than 4:00pm CST on Friday, January 22, 2021 to:</p> <p style="text-align: center;">Office of Community Development 1340 Poydras, Suite 1000, New Orleans, LA 70112 504.658.4200</p> <p style="text-align: center;">Pre-submission Informational Session: Wednesday, January 6, 2021 10:00AM – 11:00AM Via WebEx Direct Dial (504) 658-7001 or Toll Free (877) 286-7156 Meeting Number 990 891 755</p> | <p style="text-align: center;">For OCD Use Only: Proposal #</p> <p style="text-align: center;">Date received:</p> | |
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AGENCY INFORMATION

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|---|--|-------|--|-----|--|
| ORGANIZATION INFORMATION: | | | | | |
| Name: | | | | | |
| Business Address | | | | | |
| City | | | | | |
| Phone Number with Area Code | | State | | Zip | |
| Employer Identification Number (EIN)) | | | | | |
| Data Universal Numbering System (DUNS#) | | | | | |
| Contact Person's Name | | | | | |
| Title | | | | | |
| Email Address | | | | | |
| Telephone# | | | | | |

Project Sites: Enter location of project activity, not service area.

| Facility/ Activity/Site(s) Name | Street Address/ City/ Zip | Parish |
|---------------------------------|---------------------------|--------|
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Application Verification of Accuracy & Authorization by Board Officer or CEO

| | | | |
|------------------------------|--|-------------|--|
| Signature | | Date Signed | |
| Print or Type Name and Title | | | |

City of New Orleans - Office of Community Development
NDR Workforce Training Program NOFA
APPLICANT ELIGIBILITY

Section 1: Organizational Information

Categorize your Organization:

_____ Government Entity/Agency

_____ Non-Profit Organization

_____ Faith Based Organization

_____ For-Profit Business

_____ other (explain)

1a. Has the organization achieved not-for-profit status in accordance with Section 501(c) of the Internal Revenue Code?

YES _____ NO _____

b. Indicate Federal Tax Exemption and provide proof of status:

_____ 501(c) (3) Organization

_____ 501(c) (4) Organization

c. Is the Organization incorporated under the laws of the State of Louisiana?

YES _____ NO _____ Year of Incorporation _____

If yes, please submit copies of the organization's **Articles of Incorporation and By-laws including amendments.**

Are the following items included in your Articles of Incorporation or by-laws?

Purpose of Organization YES _____ NO _____

Board of Directors Selection Process YES _____ NO _____

Process of Annual or Regular Meetings YES _____ NO _____

Duties and Composition of Officers YES _____ NO _____

2. Is your Organization For –Profit? YES _____ NO _____

If yes, *(Check all that apply(ies) and submit Form 8832, if necessary)*

Type of Legal Business Structure:

Sole Proprietorship _____ Partnership _____ Limited Liability Company _____

Applying as an ACDBE _____ Corporation _____ Limited Liability Partnership _____

Joint Venture _____ Other, Describe _____

3. Provide a current list of your Organizations' Officers and Board of Directors.
(Include this list as an attachment)

4. Provide current Certificate of Good Standing from the Louisiana Secretary of State. Please submit **only** the current year certificate *(see attachment 1)*.

Copies of documents and certificates on file in the Secretary of State's office may be obtained by written request, mailed to P.O. Box 94125, Baton Rouge, LA 70804, faxed to 225.932.5313 or online through their [Commercial Database](#).

5. Provide a copy of Form 941, Employer's Quarterly Federal Tax Return or Form 990, Return of Organization Exempt from Income Tax.

Section 2: Financial Capacity :

a: Has the organization, its members, employees, paid consultants, or contractors been debarred or suspended from the receipt of federal, state, or City of New Orleans funds?

YES _____ NO _____ If yes, state reason.

Does the organization have any outstanding, delinquent, or unresolved audit findings identified in the agency’s organizational audit?

YES _____ NO _____ If yes, state reason.

b: Does organization conform to the financial accountability standards of Subpart D of OMB Circular 2 CFR 200.302, "Standards for Financial Management Systems" (See Attachment 2a)? If so, please submit one or more of the following:

1. an organizational audit performed in compliance with OMB Circular 2 CFR 200.501; For Federal expenditures of \$750,000.00 or more
2. a certification from a Certified Public Accountant verifying that agency financial records conform to Subpart D of OMB Circular 2 CFR 200.302.
3. **NEW AGENCIES ONLY:** a **NOTARIZED** statement by the president or chief financial officer of the organization verifying that agency financial records conform to Subpart D of OMB Circular 2 CFR 200.302.

NOTE: ALL AGENCIES SHOULD SUBMIT ORIGINAL COPIES OF CPA CERTIFICATIONS OR NOTARIZED STATEMENTS.

c: Please complete the Total Federal Inquiry Sheet (Attachment 5)

d: Does the organization have experience procuring materials and professional services in accordance with OMB Circular 2 CFR 200.318 Procurement Standards (See Attachment 2b)?

e. Does the organization have written procedures for procurement under 2 CFR 200.318-200.326?

Section 2 Continued: Program Financial Chart (Past 3 Years):

List the source and amount of funds (including in-kind contributions) that support the proposed program(s) in the service area(s) identified as *Activities for Proposed Programs* (page 10).

Leveraging of funds is encouraged by the Office of Community Development

| FUNDING SOURCE & YEAR (Federal, State, City, Donations, etc.) | FUNDED AMOUNT | UNITS COMPLETED / NUMBER OF CLIENTS SERVED |
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Section 3: Organizational Capacity:

Summarize your **Organization’s Experience** in the chart below.

| Program Year | Type of Service Provided | Site Address | Number of People Served Number of Households Served | | |
|--------------|--------------------------|--------------|--|--|--|
| 2017 | | | | | |
| 2018 | | | | | |

Section 5: Conflict of Interest:

Please list any **board member(s) and the immediate family or business partner(s) of the board members**, currently or within the last two years who has been an employee of Office of Community Development (or previously Neighborhood 1), any other City of New Orleans department, the City Council of New Orleans, or the U.S. Department of Housing and Urban Development (HUD). Use additional pages if necessary. *(Immediate family is defined as husband, wife, father, mother, daughter, son, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. "Business partners" is defined as employment by or ownership of or financial benefit from employees or elected officials of the City of New Orleans or business entities in which they own an interest.)*

| BOARD MEMBER | FAMILY MEMBER | RELATIONSHIP (Self, husband, wife, brother-in-law, etc.) | AFFILIATION (OFFICE OF COMMUNITY DEVELOPMENT, City Council, business partner, etc.) |
|--------------|---------------|--|--|
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Please list any **staff member(s) and the immediate family or business partner(s) of the staff member(s)**, currently or within the last two years who have been an employee of the Office of Community Development, as well as, any other City of New Orleans Departments, the City Council of New Orleans, or the U.S. Department of Housing and Urban Development (HUD). Use additional pages if necessary. *(Immediate family is defined as husband, wife, father, mother, daughter, son, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. "Business partners" is defined as employment by or ownership of or financial benefit from employees or elected officials of the City of New Orleans or business entities in which they own an interest.)*

| STAFF MEMBER | FAMILY MEMBER | RELATIONSHIP (Self, husband, wife, brother-in-law, etc.) | AFFILIATION (Office of Community Development, City Council, business partner, etc.) |
|--------------|---------------|--|--|
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Conflict of Interest (continued):

Please list any **paid consultant(s) and/or contractor(s) and the immediate family or business partner(s) of the paid consultant(s) and contractor(s)**, currently or within the last two years who has been an employee of the Office of Community Development, as well as, any other City of New Orleans Departments, the City Council of New Orleans, or the U.S. Department of Housing and Urban Development (HUD). Use additional pages if necessary. *(Immediate family is defined as husband, wife, father, mother, daughter, son, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. "Business partners" is defined as employment by or ownership of or financial benefit from employees or elected officials of the City of New Orleans or business entities in which they own an interest.)*

| CONSULTANT/ CONTRACTOR | FAMILY MEMBER | RELATIONSHIP (Self, husband, wife, brother-in-law, etc.) | AFFILIATION (Office of Community Development, City Council, business partner, etc.) |
|---------------------------|---------------|--|---|
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Which of the employees, agents, consultants or officers of your organization will (1) exercise any functions or responsibilities related to activities to be funded with the requested funding from the City of New Orleans or (2) be in a position to participate in a decision making process related to these activities or (3) gain inside information associated with these activities? Use additional pages if necessary.

Which of the people listed in the response above and which persons with whom they have business or immediate family ties as defined above (1) will obtain a financial interest or benefit from activities to be funded with the assistance requested from the City of New Orleans or (2) have an interest in any contract, subcontract or agreement with these activities, or the proceeds from these activities? Use additional pages if necessary.

Applicant Approval or Denial

Circle One

| | | |
|--|----------------|--------------------|
| Based on the responses above the applicant has the capability to operate as a subrecipient | Approve | Not Approve |
| Technical Review Committee Member Name, Title and Signature | | |

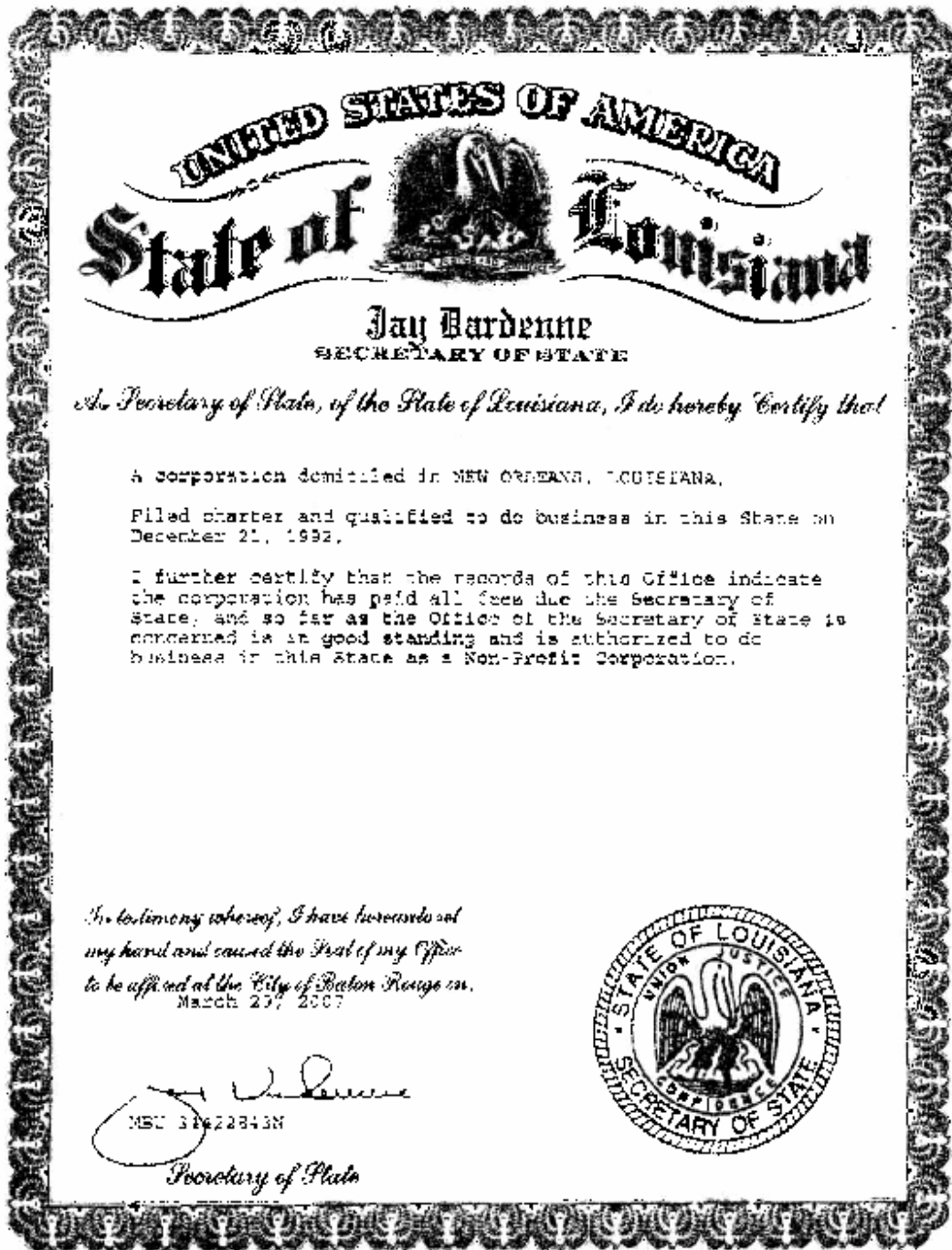
APPLICANT ELIGIBILITY ATTACHMENTS

| | |
|--------------|---|
| ATTACHMENT 1 | Sample of Certificate of Good Standing Document |
| ATTACHMENT 2 | Verification(s) supporting OMB Circular 2 CFR 200 (Sections 302, 501 and 318) |
| ATTACHMENT 3 | Board Authorization |
| ATTACHMENT 4 | Current Tax Clearance Form |
| ATTACHMENT 5 | Total Federal Funding Inquiry Sheet |

Please identify/label attachments in your application packet

Attachment 1

May 23 2007 10:11 P.M.



Mailing Address: Secretary of State Fax Number: (225)925-4727
 P.O. Box 94125
 Baton Rouge, LA 70804

Attachment 2a

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D—Post Federal Award Requirements

§200.302 Financial Management.

(a) Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also §200.450 Lobbying.

(b) The financial management system of each non-Federal entity must provide for the following (see also §§200.333 Retention requirements for records, 200.334 Requests for transfer of records, 200.335 Methods for collection, transmission and storage of information, 200.336 Access to records, and 200.337 Restrictions on public access to records):

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See §200.303 Internal controls.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to implement the requirements of §200.305 Payment.
- (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

§200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

Attachment 2b

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D—Procurement Standards

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared

services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment

and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of

each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

See also

§200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include,

but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor

selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is

suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract

means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit

incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of

oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business

judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but

are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of

any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the

non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or

Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage,

contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of

competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively

imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where

applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state

licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection

criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to

compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that

all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be

procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The

description may include a statement of the qualitative nature of the material, product or service to be procured and, when

necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its

intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to

make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as

a means to define the performance or other salient requirements of procurement. The specific features of the named brand

which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in

acquiring

goods and services are current and include enough qualified sources to ensure maximum open and free competition.

Also, the

non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent

practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may

be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition

Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of

qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or

unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation

for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in

paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the

date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services

in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments,

the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in

determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates

that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more

than

one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used

when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and

for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price

and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified

competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a

selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of

services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Attachment 3

1 BOARD AUTHORIZATION

DATE:

On the __ day of ____, 20__ at its regular meeting of the Board of Directors of, a Corporation domicile in the State of Louisiana, Parish of Orleans, with a quorum present, the following business was conducted.

It was duly moved and seconded that the following resolution be adopted:

WHEREAS, the Board of Directors of _____ has agreed that it is necessary to designate a person to solicit, negotiate and/or execute any documents, contracts, etc. for the Corporation.

WHEREAS, the Board of Directors has authorized to act on behalf of the Corporation in any and all transactions necessary for the Corporation.

BE IT FURTHER RESOLVED, that _____ be given the full discretion to sign any and all contracts, documents, etc., for the _____.

RESOLUTION WAS READ IN FULL ON THIS __ DAY OF ____, 20__ IN NEW ORLEANS, LOUISIANA.

SECRETARY

****NOTE:** THIS DOCUMENT IS VALID FOR ONE (1) YEAR AFTER THE DATE OF ISSUANCE.

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA
EXHIBIT B

SCOPE OF WORK

This Request for Proposals seeks an organization to serve as the Subrecipient of the Housing and Urban Development (HUD) National Disaster Resilience Competition (NDRC) grant workforce development training program for the City of New Orleans. The selected subrecipient is responsible for the day-to-day management of the workforce development program. The duties of the subrecipient will include but not limited to the following:

1. Perform fiscal and programmatic duties needed for successful administration of the program;
2. Procure qualified training providers to provide occupational skills training that provides the skills and certifications needed by employers for water management projects (i.e. green infrastructure, asphalt pavers, roller and ranker operators, heavy excavation equipment operators, concrete finishers, concrete form carpenters, sewer line installation, water line installation, etc.) in accordance with 2 CFR 200;
3. Determine eligibility of applicants to the program
4. Provide case management, comprehensive assessments, supportive services, job placement assistance, and follow-up activities for job seekers;
5. Conduct outreach activities to recruit job seekers and employers into the program;
6. Administer grant-funded employer-based training activities, including work experience/internships and on-the-job training (OJT);
7. Administer eligible grant-funded supportive services (i.e. transportation assistance, uniforms, tools, books, etc.) needed to allow eligible job seekers to successfully participate in training and work experience/internship activities;
8. Develop and manage a data system to track enrollment and program activities of program participants;
9. Maintain contact with NDR contractors to obtain list of available jobs to connect trainees to job opportunities;
10. Maintain accurate files for program participants;
11. Maintain accurate programmatic and fiscal records for all program activities;
12. Develop policies and procedures for the administration of program activities;
13. Adhere to all Housing and Urban Development (HUD) and the City of New Orleans regulations and policies;
14. Comply with all federal, state, or local programmatic and fiscal monitoring reviews/audits;
15. Administer services on a cost reimbursement basis. Organization must have the ability to support staffing, participant costs, training costs, work experience/OJT costs, and vendor cost prior to being reimbursed by the City of New Orleans;
16. Comply with federal, state, and local reporting requirements;
17. Meet or exceed all established federal and local performance outcomes; and
18. Provide timely reimbursement for subcontractors and vendors.

I. Performance Goals

The selected subrecipient will be responsible for providing training services to a minimum of 125 and a maximum of 250 individuals and placement of a minimum 100 individuals during the NRDC grant period. The subrecipient is responsible for monitoring and reporting program outcomes to the City of New Orleans.

II. Funding

III.

The funding designated for this NOFA is federal funding allocated to the City of New Orleans from the United States Department of Housing and Urban Development (HUD). This NOFA solicits applications from qualified entities to serve as the subrecipient for the National Disaster Resilience (NDR) workforce development employment and training program for the City of New Orleans. The agreement for this NOFA solicitation will include funding for the services of the subrecipient's staffing costs, enrollee training, and work experience/internship wages.

When developing the budget, the proposer will provide a line-item budget and detailed narrative of the proposed operational costs of staffing (including staff time allocation and fringe benefits), direct participant services (including training tuition costs and work experience/internship wages) and administrative costs.

IV. Agreement Term

It is anticipated that the term of the agreement awarded for this NOFA solicitation will be twelve (12) months, from March 1, 2021 to February 28, 2022, with an option to renew on an annual basis through the end of the National Disaster Resilience Competition (NDRC) grant period. However, the City may exercise the option of executing a multi-year contract for a period of two years, with optional renewals. The entire term will not exceed five years. This grant period is scheduled to end on September 22, 2022. The City estimates the workforce development employment and training program to be completed by June 30, 2022.

The terms of the agreement for this NOFA process will be based on the availability of funds. The City of New Orleans reserves the right to cancel, delay, amend, or reissue this NOFA.

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA
EXHIBIT C

RESPONSE COMPONENTS AND CONTENT

Cover Letter/Title Page

Show the subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

Table of Contents

Clearly identify the materials by section, page number, and tabs.

Letter of Transmittal (Limited to One Page)

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

Executive Summary

The Executive Summary shall not exceed three pages, letter size, 12 point font, with no less than one inch margin on both sides.

Proposal Contents - Narrative

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein. The Project Narrative should be letter size and 12-point font. Sections should be ordered as following:

Respondent Type and Mission

Provide a concise description of your organization including the legal status of the organization, the governance structure, mission, vision, and goals along with the major programs currently offered. Explain how your mission and other programs align with this funding opportunity.

Estimate what percentage of your organization's overall work would be represented by this contract.

Organizational Qualifications/Experience

- Clearly describe the organization's experience administering workforce development employment and training programs. Discuss experience administering federally funded programs.
- Discuss past performance results for workforce development programs.
- Provide examples of organization's ability to deliver workforce development services.

Program Design

- Describe in detail your strategies for engaging, recruiting, enrolling, and serving job seekers.
- Describe innovative ways in which you will outreach to individuals to engage in training in occupations related to water management.
- Discuss the approach and implementation plan for outreach to special population groups including individuals from low

income households and individuals with criminal backgrounds.

- Describe your proposed services delivery model for job seekers from eligibility/enrollment to placement. Explain your approach to providing customer-centered services. Describe the process for developing and managing individualized employment plans with job seekers.
- Describe strategies that will be utilized to ensure individuals obtain the skills needed to obtain and retain employment.
- Describe your follow-up strategies and how they will enhance training completion rates, job retention, and growth towards career pathways.
- Describe strategies utilized for employer engagement.

Staffing Plan

- Describe your proposed staffing plan. It should specify staffing levels and position titles (i.e. program manager, case manager, job developer, job readiness instructor, and accountant).
- Discuss your agency's overall staffing and management structure and the extent to which this adequately supports program operations and goal attainment. Attach an organizational chart for service delivery.
- Provide resumes or summaries of current key personnel who will be assigned to this project, including qualifications and education in an attachment including names, titles, job descriptions and whether the position is full or part-time. If positions are not filled, please provide job descriptions including qualifications required.

Past Performance and Planned Outcomes

- Describe your experience implementing workforce development employment and training services programs over the past three years. Identify the performance measures results along with other key benchmarks and your outcomes such as: total served, total placements to plan, percent of positive exits.
- Explain your process for internally monitoring your on-going performance. How will you evaluate and assess both the effectiveness and quality of the program? Identify who will be responsible for data collection, analysis, reporting and general oversight.
- Provide examples of three (3) current/past business engagements where you have identified and addressed a business need. Explain both the process used and outcomes achieved.

Financial Plan

- Provide a description of the administrative and financial management capabilities of the organization. What are the qualifications of the organization's key program management and financial staff, and to what extent will they be involved with this project?
- Payment to participants – Describe the checks and balances that will be utilized for persons receiving supportive service.
- Describe plan to monitor and track obligations and expenditures.
- Describe how financial information will be made available for monitoring and auditing purposes?
- Describe the strategies that will be utilized to ensure all supportive services, training invoices, and routine payment requests are received, verified, documented, processed, and paid in a timely manner.
- A full line of business insurance is required for any facility. This coverage must include:
 - General Liability
 - Business Personal Property including Fire and Theft
- Worker's Compensation must be provided for the operating entity, covering its employees and work experience participants.

Pricing/Cost

- Provide the proposed funding requested through this Application.
- Provide a line-item budget and detailed narrative of the proposed operational costs of staff (including staff time allocation and fringe benefits), direct participant services (including training tuition costs and work experience/internship wages) and administrative costs. The estimated cost per participant should include tuition costs and work experience/internship

wages.

A sample budget form is attached.

Sample Budget Forms – Submit All three (3)

| Program Services | Proposed Costs | Other Funding | Total |
|-------------------------|-----------------------|----------------------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| Total | | | |

List Items – List each line item such as salaries, fringes, supplies, travel, etc.

| Administrative | Proposed Costs | Other Funding | Total |
|-----------------------|-----------------------|----------------------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| Total | | | |

List Items – List each line item such as salaries, fringes, indirect, travel, etc.

| Salaries & Fringes Schedule | Proposed Costs | Other Funding | Total |
|--|-----------------------|----------------------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| FICA | | | |
| Workers' Comp | | | |
| SUTA | | | |
| Health | | | |
| Other | | | |
| Total | | | |

List Items – List each position. Insert more rows after #5 as needed.

Sample Budget Forms – Submit All three (3)

CLASSIFICATION OF EXPENDITURE AND LINE ITEM NUMBERS

PERSONAL SERVICES (1000)

1010 Salaries
1011 Sick Leave
1020 Overtime
1021 Part-Time Payroll
1110 Employees= Retirement Plan
1200 Social Security Taxes (FICA)
1300 Group Hospital Insurance
1400 Workers Comp. Insurance
1600 Terminal Leave
1710 Auto Allowance
1720 Uniform Allowance
1730 Chauffeurs Licenses
1740 Tool Allowance
1760 Pay Increment
1790 Life Insurance
1800 Unemployment Comp. (SUTA)
1900 Sick Leave

CONTRACTUAL SERVICES (2000)

2010 Advertising
2020 Cleaning and Waste Removal
2030 Contributions & Prizes
2040 Convention & Travel Expenses
2041 Convention & Travel Reimbursement
2050 Dues and Subscriptions
2060 Education
2080 Fees of Board Members
2090 Fees, Taxes, and Assessment
2091 Photograph Expense
2092 Conveyance Certificates
2093 Mortgage Certificates
2094 Recordation Wens Expense
2095 Demolition Expense
2110 Ins-Liability & Property Damage
2111 Adj Contact
2112 Stop Loss Policy
2113 Physical Dam Auto
2114 Gen Liability Claims Reserve
2115 Auto Claims Reserve
2120 Ins-Surety Bonds
2130 Postage Freight Express
2140 Printing and Binding
2150 Professional Services
2160 Rents & Leases-Land Bldg
2170 Rents & Leases Other Prop
2180 Motor Vehicle Rep General
2181 Motor Vehicle Rep PM Inspection

2182 Motor Vehicle Rep-Component
2185 Repairs and Maintenance
2187 Loan Subsidy
2190 Telephone - Local
2210 Telephone - Long Distance
2240 Utilities
2600 Miscellaneous
2800 Indirect Cost

SUPPLIES AND MATERIALS (3000)

3010 Books and Pamphlets
3020 Building Supplies
3030 Clothing
3040 Education Supplies
3050 Electrical Supplies
3060 Electronic Supplies
3070 Engineering Supplies
3080 Parts-Not Motor Vehicle
3110 Food Supplies
3120 Fuel-Not Motor Vehicle
3130 General Plant Supplies
3140 Hand Tools and Instrument
3150 Horticulture & Farm Supplies
3160 Household Supplies
3170 Identification Plates and Badges
3180 Janitor & Cleaning Supplies
3190 Medical Supplies
3210 Motor Vehicle-Gasoline
3211 Motor Vehicle-Diesel
3212 Motor Vehicle-Hydraulic Oil
3213 Motor Vehicle-Lubricants
3214 Motor Vehicle-Fluids
3215 Motor Vehicle-Other
3220 Motor Vehicle-Parts
3240 Photographic Supplies
3250 Office Supplies
3260 Safety Supplies
3271 Vehicle Supplies-Battery
3272 Vehicle Supplies-Tires
3273 Vehicle Supplies-Welding
3274 Lawn Equipment Parts
3299 Miscellaneous Supplies

EQUIPMENT & PROPERTY (4000)

4101 Land
4201 Buildings & Improvements
4352 Building & Power Plant Equipment
4354 Cleaning & Laundry Equipment

4356 Communications Equipment
4358 Construction Equipment
4362 Educational & Recreation Equipment
4364 Engineering Equipment
4368 General Plant Equipment

4374 Medical Equipment
4376 Motor Vehicle
4378 Office Furniture & Equipment
4382 Refrig. & Air Cond. Equipment
4390 Miscellaneous

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA
EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

(Must be submitted with proposal)

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA
EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____, 20__.

Notary Public (signature)
Notary ID#/Bar Roll #

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA

EXHIBIT F

AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, after being duly sworn, deposed and said that:

1. He/She is the _____ (*title*) and authorized representative of _____ (*entity*), the "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Proposal #_____.

3. The Respondent hereby confirms that _____ (*entity*) is

compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.

unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____.

Respondent Representative (Signature)

(Print or type name) (Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA

EXHIBIT "G"

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(Must be submitted with application)

Section 3 Plan

Purpose: Section 3 of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons and to business concerns which provide economic opportunities to low- and very low-income persons.

Instructions: Bidders must complete and submit this form to the Bureau of Purchasing with their post-bid document submission. NOFA/RFQ respondents must submit this form as part of their proposal or qualifications submission. Subcontractors that receive (or are expected to receive) a contract over \$100,000 must also complete this form. The successful bidder or respondent must submit all required documentation, including subcontractors' Section 3 Plans, prior to contract award.

Basic Information

Project _____ Solicitation # _____
Business Name _____ Section 3 Business: Yes No
Contact Person _____ Title _____
Phone # _____ Email _____
Type of Business: Construction Non-construction Type of Contract: Prime Subcontract

Section 3 Goals for Hiring and Subcontracting

The contractor sets the following minimum numerical goals to ensure that economic opportunities are directed to Section 3 residents and business concerns. To the greatest extent feasible:

- Hiring (1) At least thirty percent (30%) of the aggregate number of new hires needed to complete the project shall be Section 3 residents.
- Subcontracting (2) At least ten percent (10%) of the total dollar amount of all Section 3 covered construction subcontracts shall be awarded to eligible Section 3 business concerns.
- (2) At least three percent (3%) of the total dollar amount of all Section 3 covered non-construction subcontracts shall be awarded to eligible Section 3 business concerns.

Definitions

- **Section 3 resident:** A public housing resident; or a low- (<80% Area Median Income) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended.
 - **Section 3 business concern:** A business —
 - (1) that is 51% or more owned by Section 3 residents; or
 - (2) whose roster of permanent, full-time staff is at least 30% composed of employees who are current Section 3 residents, or were Section 3 residents within three years of the date of first employment with the business; or
 - (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."
- **New hire:** A full-time employee for a newly generated permanent, temporary, or seasonal employment opportunity.

Please see Appendix A (p. 6) for the current income limits for Section 3 eligibility, or find the HUD Income Limits Documentation System online at www.huduser.gov.

Contractor's Responsibilities

The prime contractor must ensure compliance with Section 3 by its company and all subcontractors that receive a contract in excess of \$100,000.

(1) The prime contractor assumes responsibility for the review and submission of its own and all applicable subcontractors' Section 3 plans.

(2) Completed plans shall include the following:

- a. Basic Information and Assurance of Compliance (pp. 1–2)
- b. *Worksheet 1: Strategy and Good Faith Efforts* (p. 3)
- c. *Worksheet 2: Labor Utilization and Hiring Plan* (p. 4)
- d. *Worksheet 3: Subcontracting Plan* (p. 5)

(3) If the contractor is unable to satisfy the minimum numerical goals detailed above, the contractor must provide an explanation and submit documented evidence of good faith efforts.

Evidence of Good Faith Efforts

Contractors subject to the requirements of Section 3 are obligated to make good faith efforts to provide training, employment, and contracting opportunities to Section 3 residents and business concerns.

(1) The contractor shall attempt to recruit local, low-income residents for job opportunities.

(2) The contractor shall notify and give preference to Section 3 residents for training opportunities arising from the project, such as internships or apprenticeships.

(3) The contractor shall attempt to solicit, facilitate, and select qualified Section 3 business concerns for subcontracting opportunities.

(4) Some examples of outreach efforts for hiring and subcontracting include:

- a. advertising in local media (radio, magazines, trade publications, etc.)
- b. displaying signs prominently at the project site
- c. consulting federal, state, and local databases to identify potential Section 3 businesses
- d. providing notices of employment and subcontracting opportunities to community organizations, public or private agencies, and Section 3 businesses operating within the Section 3 project area

Documented evidence of the contractor's good faith efforts (e.g. copies of advertisements, pictures of flyers or posters, letter or email correspondence with Section 3 businesses, etc.) will be monitored throughout the project. Please see Appendix B (pp. 7–8) for more examples of outreach efforts.

Section 3 Clause

The Section 3 clause, found at 24 CFR 135.38 (see Appendix C, p. 9) must be included in all solicitations and contracts over \$100,000 for both construction and non-construction work on this project.

Assurance of Compliance

The business entity identified above hereby commits to comply with Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135). If awarded a contract that at any time exceeds the threshold of \$100,000, the business entity agrees to adhere to all such requirements, including meeting the numerical goals for hiring and subcontracting set forth by the regulations, providing evidence of good faith efforts, maintaining records of Section 3 activity, submitting reports of such activity to the contract administrator periodically or upon request, and submitting any additional documentation as necessary to maintain compliance, including updates or revisions to this Section 3 Plan.

Signature _____ Date _____



Strategy and Good Faith Efforts

Please answer the questions and describe your strategy to provide economic opportunities to Section 3 residents and business concerns. Provide details of specific efforts you have made or plan to make (see Appendix B on pp. 7–8 for examples), and attach documented evidence of your efforts as applicable. Name any resources or businesses identified as potential sources of Section 3 hiring or contracting. If additional space is needed, you may submit your response on company letterhead.

Question 1: How will you recruit, solicit, encourage, facilitate, and select participants of public housing programs or other low-income persons for employment or training opportunities? What job positions might be filled by Section 3 residents?

Question 2: How will you structure your project activities to create opportunities for Section 3 business participation? What scopes of work might be performed by Section 3 business concerns?

Question 3: How will you recruit, solicit, encourage, facilitate, and select local businesses that employ or are owned by Section 3 residents for construction and non-construction contracting opportunities?

Appendix A

FY 2020 Income Limits Summary

The table below shows the income limits set by the Department of Housing and Urban Development (HUD) that determine eligibility for certain programs, including preference for some federally-funded economic opportunities as a Section 3 resident. HUD develops income limits based on Median Family Income estimates and Fair Market Rent (FMR) area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county.

| Persons in Family | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Low (80%) Income | \$39,450 | \$45,050 | \$50,700 | \$56,300 | \$60,850 | \$65,350 | \$69,850 | \$74,350 |
| Very Low (50%) Income | \$24,650 | \$28,200 | \$31,700 | \$35,200 | \$38,050 | \$40,850 | \$43,650 | \$46,500 |
| Extremely Low Income | \$14,800 | \$17,240 | \$21,720 | \$26,200 | \$30,680 | \$35,160 | \$39,640 | \$43,430 |

The New Orleans-Metairie, LA HUD Metro FMR Area contains the following areas: Jefferson Parish, LA; Orleans Parish, LA; Plaquemines Parish, LA; St. Bernard Parish, LA; St. Charles Parish, LA; St. John the Baptist Parish, LA; and St. Tammany Parish, LA.

For more information, please see the HUD Income Limits Documentation System online at www.huduser.gov.

Appendix B

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts to Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take

advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Appendix C

24 CFR § 135.38 Section 3 clause

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

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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

(i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of New Orleans
Office of Community Development
NDR Workforce Training Program NOFA
EXHIBIT H

HUD COMPLIANCE PROVISIONS FOR SUB-RECIPIENT AGREEMENTS AND PROFESSIONAL SERVICES CONTRACTS

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Section 3 Clause)
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS
17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT
21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
27. BREACH OF CONTRACT TERMS
28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES

32. ASSIGNABILITY
33. INTEREST OF Sub-Recipient
34. POLITICAL ACITIVITY

- 35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
- 36. DISCRIMINATION DUE TO BELIEFS
- 37. CONFIDENTIAL FINDINGS
- 38. LOBBYING
- 39. FEDERAL LABOR STANDARDS PROVISIONS
- 40. SOLID WASTE DISPOSAL ACT
- 41. CONFIDENTIALITY
- 42. REPAYMENT OF FUNDS
- 43. DUPLICATION OF BENEFITS
- 44. LIMITED ENGLISH PROFICIENCY (LEP)

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts exceeding \$10,000)

During the performance of this contract, the Sub-recipient agrees as follows:

- A. The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(applicable to contracts and subcontracts exceeding \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

- (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. When the Sub-recipient, or any sub-recipient, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Sub-recipient is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Sub-recipients must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Sub-recipient or Sub-recipient participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Sub-recipients or sub-recipients toward a goal in an approved Plan does not excuse any covered Sub-recipient's or sub-recipient's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Sub-recipient shall implement the specific affirmative action standards provided In paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Sub-recipient should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Sub-recipients performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Sub-recipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Sub-recipient has a collective bargaining agreement, to refer either minorities or women shall excuse the Sub-recipient's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Sub-recipient during the training period, and the Sub-recipient must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- G. The Sub-recipient shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Sub-recipient's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Sub-recipient shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Sub-recipient's employees are assigned to work. The Sub-recipient, where possible, will assign two or more women to each construction project. The Sub-recipient shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Sub-recipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Sub-recipient or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Sub-recipient by the union or, if referred, not employed by the Sub-recipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Sub-recipient may have taken.
 - (4) Provide immediate written notification to the Director when the union or unions with which the Sub-recipient has a collective bargaining agreement have not referred to the Sub-recipient a minority person or woman sent by the Sub-recipient, or when the Sub-recipient has other information that the union referral process has impeded the Sub-recipient's efforts to meet its obligations.
 - (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Sub-recipient's employment needs, especially those programs funded or approved by the Department of Labor. The Sub-recipient shall provide notice of these programs to the sources compiled under G(2) above.
 - (6) Disseminate the Sub-recipient's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Sub-recipient in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management

personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Sub-recipient's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Sub-recipient's EEO policy with other Sub-recipients and Sub-recipients with whom the Sub-recipient does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Sub-recipient's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Sub-recipient shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Sub-recipient's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Sub-recipient's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Sub-recipients and suppliers, including circulation of solicitation to minority and female Sub-recipient associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Sub-recipient's EEO policies and affirmative action obligations.
- H. Sub-recipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Sub-recipient association, joint Sub-recipient-union, Sub-recipient-community, or other similar group of which the Sub-recipient is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Sub-recipient actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Sub-recipient's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Sub-recipient. The obligation shall not be a defense for the Sub-recipient's non-compliance.
- I. A single goal for minorities and a separate single goal for women has been established. The Sub-recipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Sub-recipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Sub-recipient has achieved its goals for women generally, the Sub-recipient may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Sub-recipient shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Sub-recipient shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Sub-recipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Sub-recipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Sub-recipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.
- N. The Sub-recipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the

provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Sub-recipients shall not be required to maintain separate records.

- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Sub-recipient's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Sub-recipient's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Sub-recipient performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Sub-recipient also is subject to the goals for both its federally involved and non-federally involved construction. The Sub-recipient's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Sub-recipient shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Sub-recipient to Sub-recipient or from project to project for the sole purpose of meeting the Sub-recipient's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

- C. The Sub-recipient shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-recipient; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

(applicable to contracts and subcontracts exceeding \$10,000)

By the submission of this bid, the bidder, offeror, applicant or Sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit 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 employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" 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 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 any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified

handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 -**
(Section 3 Clause) (applicable to contracts and subcontracts exceeding \$100,000 funded by Section 3 covered assistance)

During the performance of this contract, the Sub-recipient agrees as follows:

- 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 Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient'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 Sub-recipient 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 Sub-recipient is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any Sub-recipient where the Sub-recipient has notice or knowledge that the Sub-recipient has been found in violation of the regulations in 24 CFR part 135.
- E. The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient 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 Sub-recipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also

applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(applicable to contracts and subcontracts exceeding \$100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

- A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Sub-recipient and sub-recipients shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Sub-recipient shall observe all local, state and federal laws in purchasing and handling explosives. The Sub-recipient shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Sub-recipient shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Sub-recipient or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Sub-recipient shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Sub-recipient fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Sub-recipient. Such action by the Owner does not relieve the Sub-recipient of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. **REPORTING REQUIREMENTS**

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. **CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

- A. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Sub-recipients shall incorporate foregoing requirements in all subcontracts.

19. **PATENTS**

- A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.
- C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **TERMINATION FOR CAUSE**

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Sub-recipient shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.
- C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Sub-recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Sub-recipient shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. **ASSIGNABILITY**

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. **INTEREST OF Sub-Recipient**

The Sub-recipient covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. **POLITICAL ACTIVITY**

The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Contract are confidential, and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Sub-recipient certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Sub-recipient shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 Sub-recipient 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 particular 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 on 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 Sub-recipient and its sub-recipients at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Sub-recipient 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 taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Sub-recipient, 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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 Sub-recipient 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.

(iv) If the Sub-recipient does not make payments to a trustee or other third person, the Sub-recipient 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 Sub-recipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Sub-recipient to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 Sub-recipient under this contract or any other Federal contract with the same prime Sub-recipient, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Sub-recipient 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 Sub-recipient or any contractor 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant, or owner, 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 Sub-recipient, disburse such amounts withheld for and on account of the Sub-recipient or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Sub-recipient during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Sub-recipient 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. Sub-recipients 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Sub-recipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Sub-recipient will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Sub-recipient is responsible for the submission of copies of payrolls by all sub-recipients. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Sub-recipient or Sub-recipient or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Sub-recipient or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Sub-recipient or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Sub-recipient or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 Sub-recipient 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 above, 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 Sub-recipient 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 sub-recipient'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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Sub-recipient 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Sub-recipient 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Sub-recipient shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Sub-recipient or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for the compliance by any Sub-recipient or lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Sub-recipient and a Sub-recipient as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 Sub-recipient (or any of its sub-recipients) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Sub-recipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sub-recipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Sub-recipient or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to

testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No Sub-recipient or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Sub-recipient and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such Sub-recipient and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Sub-recipient such sums as may be determined to be necessary to satisfy any liabilities of such Sub-recipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Sub-recipient or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any Sub-recipient or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Sub-recipient shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Sub-recipient shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each sub-recipient. The Sub-recipient shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds \$10,000, the value of the quantity acquired by the preceding fiscal year exceeds \$10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The \$10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made “indirectly” by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Sub-Recipient shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, “the [grantee](#) shall agree, and shall ensure that each [project sponsor](#) agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.” The Sub-recipient shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

Sub-recipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance,

and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, Sub-recipient shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Subrecipient must comply with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.