
INVITATION TO BID City of Clinton's LEAD AND HEALTHY HOMES PROGRAM facilitated by ECIA

**Target Area: City of Clinton and City of Maquoketa
and FIVE COUNTY LEAD AND HEALTHY HOMES PROGRAM facilitated by ECIA
Target Area: Dubuque County, Delaware County, Cedar County, Clinton County, and Jackson
County and SEVEN COUNTY LEAD AND HEALTHY HOMES PROGRAM facilitated by ECIA
Target Area: Dubuque County, Delaware County, Cedar County, Clinton County, Jackson,
Jones, and Scott County**

BIDS DUE BY 12:00 p.m. Friday, January 24, 2025

You are invited to bid for a spot in the contractor pool for lead-based paint and healthy homes work for properties located in the cities of Clinton and Maquoketa, Iowa and the counties of Dubuque, Delaware, Cedar, Clinton, Jackson, Jones, and Scott Counties in Iowa. These programs anticipate completing 230 units in the next four years. The specifications provided are for lead-based paint hazard control and healthy homes work that will be found on many of the projects. The contractor pool will be closed for no more than twelve (12) months, at which time the program will re-open the contractor pool. The program reserves the right to re-open the contractor pool at any time.

Bids must be submitted to ECIA offices (7600 Commerce Park, Dubuque, IA 52002) by 4:00 p.m. on Friday, January 24, 2025. Electronic bids will be accepted provided they do not arrive after the date and time stated. Bids received after this date will not be reviewed for this program.

Work on these Lead and Healthy Homes Programs will consist primarily of lead hazard interim controls such as wet sanding and scraping, painting, and HEPA vacuuming and thorough cleaning. Also, lead abatement work such as siding, window, door, and other component replacement. Additional health and safety work may consist of flooring repair and/or installation, exhaust fan installation, minor electrical or plumbing repair and general maintenance. Line-item pricing will be received for the most common work and will be used to determine the scope of work pricing on each individual property.

All contractors and/or employees must be trained and certified as a "Lead Abatement Contractor" and/or "Lead Abatement Worker". Each project must have one designated "Lead Abatement Contractor".

Bid documents may be obtained on or after **Thursday, December 27, 2024**, by contacting Elizabeth Kemp at (563) 690-5720 or by emailing ekemp@ecia.org. Bids can also be obtained at: <http://www.ecia.org/RFPs.cfm>.

Do not include sales tax within your project bid. ECIA will issue a sales tax exemption certificate for projects after contracts are awarded.

SPECIFICATIONS FOR Lead Hazard Control & Healthy Home Work

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of Iowa doing business as _____ (insert "a corporation", "a partnership", or "an individual" as applicable) to East Central Intergovernmental Association (hereinafter called "ECIA") and City of Clinton (hereinafter called "City".)

ECIA's Five County Lead & Healthy Home program, ECIA's Seven County Lead & Healthy Home program, and the City of Clinton Lead & Healthy Home program is seeking for contractors for a pool to complete lead hazard control work and healthy home activities in units located in the counties of Cedar, Clinton, Delaware, Dubuque (excluding City of Dubuque), Jackson, Jones, and Scott Iowa, and specifically the City of Clinton and City of Maquoketa. Contractors selected for the contractor pool will be given units based on their order within the rotation. **Rotation order will be established by the lowest responsible bidder, followed by the second lowest responsible bidder, and so on. Only reasonable/responsible bids will be accepted into the Contractor Pool. At the time a contractor receives a unit through the rotation process, the contractor may choose to decline that unit. The unit will then be offered to the next contractor on the rotation list. The contractor that denies the unit will have to wait for the rotation to circle back to them to receive another unit.**

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform lead hazard control work and healthy home activities in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. Only in rare circumstances will the program allow the contractor to change pricing stated below and there must be clear, documented reasons for the variation. For example, said window is not a standard configuration; it is a bay window, and the contractor can provide the program documentation of the increase in price.

By submission of this BID, each BIDDER certifies, and, in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter related to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this CONTRACT on the date agreed upon at the time of contract and by all parties and to fully complete the project within **10 consecutive** calendar days thereafter. **Extra days may be added by ECIA for weather issues as related to exterior work.**

Note:

1. Bids shall include all applicable taxes (**not including sales tax**) and fees.
2. BIDDERS shall not add any conditions or qualifying statements or modify this proposal, or the proposal may be declared irregular as being not responsive to the Notice.
3. Do not include sales tax in your line-item amounts. ECIA will issue a tax exemption certificate.
4. There must be at least one certified lead renovator, abatement worker or abatement contractor, assigned to each project *if the dwelling was constructed prior to 1979*. All other workers must at minimum have completed and passed the 8-hour lead safe renovator training. Copies of certification and training required.
5. The Contractor is responsible for maintaining General Liability Insurance in an amount not less than \$2,000,000 and \$500,000 for Lead Liability Insurance. The Contractor is also responsible to maintain the statutory limits of Worker Compensation Insurance and to verify that subcontractors maintain the statutory limits of Workers Compensation Insurance.

These projects are funded by the office of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) and is being administered by the ECIA and the City of Clinton. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

BIDDER acknowledges receipt and complete understanding of the Instructions to Bidder:

Printed or Typed name of BIDDER/CONTRACTOR _____

Signature of BIDDER/CONTRACTOR _____

BIDDER agrees to perform WORK described in the BID SCHEDULE for the following unit price or indicated sums:

Lead & Healthy Home Contractor Pool Bid 2025

Not Project Specific

Pricing will be used to develop scope of work pricing on specific sites in the contractor rotation.

1. Bids shall not include sales tax. Bids shall include all other applicable taxes and fees.
2. Bidders shall not add any conditions or qualifying statements or modify this proposal or the proposal may be declared irregular as being not responsive to the notice.
3. Contractors shall provide quality craftsmanship consistent with the industry standard for new residential dwelling construction. New work shall be made square, level, and plumb to the greatest extent possible and allowable considering the age and condition of the existing building. All materials, finishes, and equipment shall be installed per manufacturer's instructions and requirements. Provide all product manuals, instructions, and warranty copies at the end of the project to the property owner.
4. Coordinate all material and color selections with the property owner.
5. You are responsible for repairing any damage to house components damaged during work.
6. Contractors will be held to the requirements set forth in City of Clifton's and ECIA's Lead & Healthy Home program Standards.

Windows (base all prices on a 32" x 60" window)	QTY	BID
Replace sashes with Northern Energy Star rated vinyl replacement sash with full screen. Window to conform to local building codes (i.e. glass, sash limiters etc). Remove weights, insulate pockets and paint and re-install sash stops. Window to be installed per manufacturer's instructions. Minimum five-year warranty on all window components.	1	
Strip all paint (to bare wood) from the windowsills/prime & paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing sills.	1	
Wet sand/wet scrape deteriorated paint from the window sash, strip friction surfaces of sash & jamb, and prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing sills.	1	
Wet sand/wet scrape deteriorated paint on window casing/trim and sash stop, prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing casings.	1	
Wet sand/wet scrape deteriorated paint on window trough and prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing troughs.	1	

HEPA vacuum the window trough. Install aluminum coil stock in trough and mechanically fastened. Caulk all edges.	1	
Doors (Base all prices on a 32" x 80" door)		
Wet scrape/wet sand deteriorated paint on door casing. Prime & paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing doors.	1	
Strip door on both sides (to bare wood), prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing doors.	1	
Strip door jamb and door stop (to bare wood), wet sand/wet scrape deteriorated paint on door jamb components, prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing jambs.	1	
Replace existing door with new pre-hung hollow core door tslab door, matching the species/color as closely as possible to the existing door. Provide and install latch set of appropriate function (passage or privacy). Base price on a Birch door in a standard finish.	1	
Replace existing door trim with stock Pine 2 1/4" ranch casing, pre-finished.	Ln Ft	
Replace existing door trim with stock Oak 2 1/4" ranch pre-finished casing.	Ln FT	
Replace existing door with new pre-hung solid core door oak 6-panel door to match existing color and configuration as closely as possible. Provide and install latch set of appropriate function (passage or privacy).	1	
Replace existing door slab with new oak solid core door slab to match existing in color as closely as possible. Provide and install latch set of appropriate function (passage or privacy).		
Walls (Base pricing on a 12'w x 8'h wall)		
Wet scrape/wet sand deteriorated paint on wall/repair all holes and cracks in wall, prime and paint. Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 finish coats satin or eggshell latex paint.	SQ FT	

Wet scrape/wet sand deteriorated paint on baseboards and prime and paint. (Baseboard up to 12 inches high). Use Low-VOC water-based primers, paints, stains, varnishes, and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Zero VOC or equal. Apply 1 coat primer, and 2 top finish coats semi-gloss latex paint, or similar finish to existing baseboards.	SQ FT	
Floors		
Provide and Install Provide and install minimum 2.4 mm thick vinyl sheet flooring to cover the entire floor. Install flooring per manufacturer's instructions. Any flooring adhesives to be Low VOC. Flooring color and pattern to be approved by the owner. Figure 12' x 12' room –price by the square foot.	SQ FT	
Provide and install minimum 7 mm thick vinyl plank flooring according to manufacture installation guidelines. Includes any finish trims finish trims as required. Color and pattern to be approved by owner. Figure 12' x 12' room –price by the square foot.	SQ FT	
Enclose floor with hard surface laminate flooring per manufacturer installation guidelines. Finish trim as required. Color and pattern to be approved by owner. Figure 12' x 12' room –price by the square foot.	SQ FT	
Wet sand/wet scrape and paint stair stringers. Figure 14 treads and risers	1 Stringer	
Cover stair treads and risers with carpet. Price by square foot. All carpet and pad shall be sheet polyester textured carpet with pad. Pile height: .5" minimum. Weight: 16oz minimum. Pattern and color to be approved by owner. Figure 14 treads and risers.	SQ FT	
Wet sand/wet scrape deteriorated paint on all stair treads. Prime and repaint component. Use Low-VOC water-based primers, paints, stains, varnishes and other wood finishes. Paint shall be Sherwin Williams ProMar 400 Pro Zero VOC or equal. Apply 1 coat primer, and 2 top coats semi-gloss latex paint, or similar finish to existing. Cover existing stair treads with new vinyl tread covers. Price as 14 treads.	Entire staircse	
Replace broken stair tread with new wood stair tread. Price 30"w x 12" d x 3/8 "h	1	
Exterior		
Wrap window casings with aluminum coil stock. Base price on a 32" x 60" window.	1	
Wrap windowsills with aluminum coil stock. Base price on a 32"w window.	1	
Wet sand/wet scrape all exterior window components (sill, trim, jamb, sash). Prime and repaint window components. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. Color to match existing. Base price on a 32" x 60" window.	1	
Wrap window stop with aluminum coil stock. Base price on a 32" x 60" window.	1	

Replace rotten windowsill. Base price on 32"W window.	1	
Wrap door casings with aluminum coil stock. Base price on a 32" x 80" door.	1	
Strip exterior door components (threshold, trim, jamb, slab). Prime and repaint door components. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. 1 coat primer and 2 coats of paint. Color to match existing. Base price on a 32" x 80" door.	1	
Wrap soffit and fascia with aluminum. Price by lineal foot.	LN FT	
Wet sand/wet scrape wood soffit and fascia. Prime and repaint all wood surfaces. Properly mask off adjacent surfaces. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent, 1 coat primer and 2 coats of paint. Color to match existing. Price per square foot.	SQ FT	
Wet sand/wet scrape wood siding. Prime and repaint all wood surfaces of siding and trim. Properly mask off adjacent surfaces. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. Color to match existing. Price per square foot	SQ FT	
Remove the visible existing siding from the house. Install fanfold (or #15 paper underlayment). Install vinyl, (.044 thick), 4" double, standard lap siding with all required trims and channels. Owner is to select color of siding, no special-order items. Price by the square.	Square	
Wet sand/wet scrape porch ceiling. Prime and repaint all wood surfaces of ceiling. Paint all surfaces with Sherwin Williams exterior Acrylic Latex or equivalent. Color to match existing. Base price on 24' x 8' ceiling. Price by square foot.	SQ FT	
Cover porch ceiling with aluminum soffit material. Base price on 24' x 8' ceiling. Price by square foot.	SQ FT	
Strip porch floor of all existing paint. Prime and repaint floor. Paint all surfaces with Sherwin Williams "Porch & Floor Enamel" or equivalent. Price by square foot.	SQ FT	
Wet sand/wet scrape porch column. Prime and repaint all wood components of column. Price per column. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. Color to match existing.	1	
Wrap porch column with aluminum coil stock. Price per column	1	
Wet sand/wet scrape box beam. Prime and repaint all wood components of box beam. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. Color to match existing. Per lineal foot.	LN FT	
Wrap box beam with aluminum coil stock. Price per lineal foot.	LN FT	
Provide and install exterior, painted, pre-hung , insulated R5 minimum, 6-panel/half lite steel door. Color: White. Provide and install deadbolt and entrance lever (Schlage, Kwikset or equal). Adjust, shim, and insulate around entry door for proper operation. Base price on a 32" x 80" door.	1	

Replace existing door trim / casing (Exterior) with stock casing, prime and cover with two coats of paint. Paint all surfaces with Sherwin Williams Exterior Acrylic Latex or equivalent. Color to match existing. Per lineal foot.	LN FT	
Pour a concrete about 4-inch-thick with number 3 bar (metal or fiberglass) 18" O.C square over gravel or packed lime. New sidewalk is to be the same configuration as the existing sidewalk. Slope the concrete away from the house. Cut to quarter depth of concrete into equal squares. The new grade shall be seeded and covered with straw. Price by cubic yard.	Cubic yard	
Other		
Material costs for containment, PPE, signage, proper disposal, etc. to comply with lead-safe work practices	1	
Clean complete home to meet Lead clearance and pass clearance and occupant protection plan.	1	
Lead Hazard Control Total		
Healthy Homes	QTY	BID
Provide a price to install one smoke alarm.	1	
Provide a price to install one combination smoke/CO detector.	1	

Install GFCI outlet	1	
Install receptacle cover	1	
Add or replace wall mounted handrail – finish to match existing, patch and paint wall as needed. Price by lineal foot.	LN FT	
Install bathroom exhaust fan and vent to exterior. Fan to be 80 CFM or greater.	1	
Install range hood and vent to exterior. Range hood to be 300 CFM or greater.	1	
Remove and dispose of old flooring materials. Install new sub-flooring. Price by square foot. Base cost on a 12' x 12' floor.	SQ FT	
Install laminate countertop with rolled front drip edge and back splash, standard color to be selected by the property owner. Countertop is L-shaped with each side 8' in length, with a mitered joint. Each end is to be finished to match the countertop. Reinstall the existing sink and plumbing.	1	
Install standard 5" gutters to all horizontal rooflines of the house. Price gutters by lineal foot .	LN FT	
Install Large capacity downspouts. Price per downspout.	1	
Add downspout extensions to direct water away from house. Price per extension.	1	
Healthy Home Total		

Please read and comply with the requirements below:

- Post proper permits when needed for the work on the exterior of the project, including exterior doors.
- On bid scopes there will be a line item for permit reimbursement.
- The contractor must have a State approved HEPA vacuum on site while lead work is being completed. The contractor is to cover all personal items in the work area with plastic while work is being completed as well as must clean all areas where work is being performed. **Containment is required.**
- This includes providing appropriate exterior ground protection while exterior work is being completed.
- The Contractor is wholly responsible for complying with all HUD and Iowa Admin Code 641 chapter 70 regulations pertaining to lead safe renovations. ECIA may not be held liable for contractors said failure to follow Lead protocol.

PLEASE NOTE THE FOLLOWING:

Contractors have the option to sign up for ACH - please note that signing up for ACH will expedite the processing of payments. Prior to payment requested, the contractor must schedule an inspection with ECIA, the work must be satisfactorily completed prior to payment authorization.

BIDDER agrees to perform all the work described in the site-specific contract documents and the above contractor pool specifications using pricing provided above, and the bid above shall *include all other applicable fees (travel, lodging, disposal, etc.)* Contractors submitting a bid understand that the pricing provided will be used to determine pricing of specific work. Variations in pricing may be approved by the Program with clear and proper documentation. The Contractor understands a rotation system will be used to rotate units between contractors in the contractor pool. Contractors will be provided with work specifications for work on a particular unit and will enter a contract on that particular unit. The individual line items are to be totaled to equal bid amount as entered in the bid summary. It is expressly understood that the foregoing total of the work specification is the basis for establishing the amount of the contract and is not to be considered or construed to be a lump sum proposal.

BIDDER: _____
FIRM NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PHONE NUMBER: _____
E-MAIL ADDRESS: _____
IOWA CONTRACTOR LICENSE NUMBER: _____
UEI #: _____
SIGNATURE: _____
NAME TYPED OR PRINTED: _____
TITLE: _____
DATE: _____

Note: Upon acceptance into the contractor pool, contractor must provide documentation that they are registered on SAM.gov.

ALSO ATTACH TO YOUR BID THE FOLLOWING INFORMATION. (on file with ECIA is not acceptable).

- 1.) LEAD ABATEMENT CONTRACTOR OR LEAD ABATEMENT WORKER, OR CERTIFIED LEAD SAFE RENOVATOR CERTIFICATION
- 2.) PROOF OF CONTRACTORS INSURANCE
- 3.) SECTION 3 REQUIREMENTS

4.) THE BID MUST BE TYPED OR IN INK AND ROUNDED TO THE NEAREST DOLLAR. Every line item must have a cost designation and items may not be lumped together. It is the right of ECIA to delete line items if necessary. Bid may be **disqualified** if not all line items have prices.

The CONTRACTOR shall be required and agrees to:

A. Furnish evidence of the following minimum insurance coverage and limits:

Class of Coverage Commercial General Liability	
General Aggregate Limit	\$2,000,000
Products Completed Aggregate Limit	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Automobile Combined Single Limit	\$1,000,000
Workmen's Compensation	\$100,000 per incident

The CONTRACTOR shall submit a Certificate of Coverage to ECIA for approval, and no cancellation or change shall be permitted without a written notice of such change or cancellation, which must be presented to ECIA ten (10) days prior to any such alteration.

If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to ECIA. It is further specifically stipulated that the Insurance Coverage shall include an endorsement, by CONTRACTOR'S Insurance Carrier, that so far as CONTRACTOR'S Insurance Coverage is concerned, it is specifically agreed that said Carrier shall never, in connection with any tort litigation arising under said coverage herein, assert the defense of nonliability based upon the fact that City of Clinton and ECIA is a governmental instrumentality and is immune to suit.

SPECIMEN

ECIA continually strives to improve the housing stock and services to property owners; homeowners and/or tenants, within its footprint. To ensure that all housing projects are performed and completed to industry standards and health and safety standards, any contractor applying for inclusion in the Lead and Healthy Homes Program contractor pool will be subject to a thorough prescreening process. To qualify, contractors shall meet the following requirements:

- Be licensed by the State of Iowa, Department of Labor
- Provide current and active insurance certificates that document sufficient insurance coverage as per Program requirements.
- Be able to provide evidence (i.e., certificate of successful completion and satisfactory test results that all workers under his/her employ (employees and/or subcontractors and their employees) who will be involved in any rehabilitation that disturbs painted surfaces (known or presumed to be lead based paint) or any lead hazard reduction activity, have been trained in abatement practices as required by HUD's Lead Safe Housing regulations and the DIAL's 641-Chapter 70 IAC.
- Be approved as not being on the HUD's or the U.S. Department of Labor's (DOL's) list of debarred or suspended contractors* <https://www.sam.gov/portal/SAM#1>
- Provide the names and addresses of at least 3 clients who can provide a personal reference.
- Vendor Set-Up form and W-9 form on file with the ECIA's Finance Department.
- Familiarity with building codes and laws related to construction.
- Follow HUD and State of Iowa requirements
- Follow up on all complaints and negotiate a resolution of disputes in conjunction with program staff.

Section 3

- 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).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents*
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident, or a current resident of Section 8 – assisted housing, or someone whose individual income is no greater than 80% of area median income (AMI) income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3

Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>