

Additional Federal Requirements Contract Attachment

PLEASE KEEP COPIES OF ALL SIGNED CERTIFICATIONS SUBMITTED WITH A BID FOR YOUR RECORDS.

1. Clean Air and Water (Applicable to Contracts in excess of \$100,000)

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by the Contractor or any subcontractor used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility, except when the Administrator or a designee of the Environmental Protection Agency (EPA) determines that independent facilities are located in one geographical area.
- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA) 40 CFR Part 15 pursuant to the Clean Air Act as amended ("Air Act") 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act as amended ("Water Act") 33 U.S.C. 1251 et seq., and Executive Order 11738 the Contractor agrees to:
 - 1) Not utilize any Facility in the performance of this Contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the Facility remains on the list;
 - 2) Promptly notify the Owner if a Facility the Contractor intends to use in the performance of this Contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
 - 3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
 - 4) Include or cause to be included the provisions of this Section in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

2. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163) for Wisconsin. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials in accordance with 24 CFR 92.251.

3. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

4. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof; except that the Owner shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Owner. Failure to give such notice shall make the Contractor responsible for resultant loss.

5. Examination and Retention Of Contractor's Records

- (a) The Owner, the City of Madison, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records

involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this Contract a provision substantially the same as subsection (a) above. "Subcontract," as used in this Section, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the Owner, the City of Madison, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions

6. Security for Faithful Performance

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a 100% payment and performance bond(s) as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond(s) shall be a duly authorized surety company authorized to do business in Wisconsin and shall be satisfactory to the Owner. Failure of the successful bidder to obtain such security within the time specified shall render the bidder ineligible for the award.

7. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), the requirements of 40 USC 333, and the requirements of all regulations promulgated thereunder.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

8. Subcontracts

- a. Definitions. As used in this contract
 - 1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies materials, equipment, and services for the performance of the prime contract or a subcontract.
 - 2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- b. The Contractor shall submit a list of proposed subcontractors to the Owner and to the City of Madison for approval prior to commencing work. Each subcontractor must be approved by the City CDBG Office prior to that subcontractor commencing work.
- c. The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the State of Wisconsin or of the City of Madison.
- d. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

e. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

f. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner or between the subcontractor and the City of Madison.

10. AFFIRMATIVE ACTION REQUIREMENTS

The Contractor shall comply with the following provisions of Madison General Ordinances Section 39.02(9).

In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

The Contractor agrees that, within thirty (30) days after the effective date of this Agreement, the Contractor will provide to the City of Madison Division of Affirmative Action certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Division of Affirmative Action no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City of Madison Division of Affirmative Action of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Division of Affirmative Action if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

Articles of Agreement

Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article IV

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council. _____

B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council. _____

Article V

(This article applies only to public works contracts.)

The contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Head.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Division of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.02 and 39.03 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime contractor from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

(This article applies only to public works contracts.)

The contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract and shall document all good faith effort. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this article).

9. Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that whenever possible subcontracts are awarded to small business firms, minority firms, women's business enterprises and labor surplus area firms:

- a. Placing qualified, small and minority businesses and women's business enterprises on solicitation lists;
- b. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c. 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;
- d. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- e. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, the City of Madison Affirmative Action Department, and State and local governmental small business agencies.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. The City of Madison maintains an online directory of W/MBE businesses, which can be accessed at:

<http://www.cityofmadison.com/affact/pubtoc.html>.

10. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, handicap/disability, familial status, marital status, age, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.
- b. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include but not be limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.
- c. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Owner that explain this Section.
- d. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
- e. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding the notice to be provided by the Owner advising the labor union or workers representative of the Contractor's commitments under this Section and post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Contractor shall comply with Executive Order 11246 as amended and the rules regulations and orders of the Secretary of Labor.
- g. The Contractor shall furnish all information and reports required by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973 as amended and by rules regulations and orders of the Secretary of Labor or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h. In the event of a determination that the Contractor is not in compliance with this Section or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts under the procedures authorized in Executive Order 11246 as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246 as amended the rules regulations and orders of the Secretary of Labor or as otherwise provided by law.

i. The Contractor shall include the terms and conditions of this Section in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued under Executive Order 11246 as amended so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11. Executive Order 11246

The Contractor shall comply with Executive Order 11246 as amended, and the rules, regulations and orders of the Secretary of Labor. The Contractor will include the following Notice in all of its subcontracts in excess of \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetable | Goals for minority participation for each trade | Goals for female participation in each trade |
|-----------|--|---|
| | 2.2% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor'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. 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 Contractor 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 Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor'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.

3. The Contractor 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 subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Madison, Dane County, Wisconsin.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliances reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Certification by Bidder

Name and Address of Bidder (Include Zip Codes)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been sanctioned or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

Name and Title of Signer (Please type)

Signature

12. CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES (For Contracts and Subcontracts over \$10,000)

Name of Prime Contractor

Project Name

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, 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 directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature: _____

Title: _____ Date: _____

13. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

Lobbying Regulated by Congress (For contracts, grants, cooperative agreements, and loans over \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying Regulated by the City of Madison (For contracts, grants, cooperative agreements, and loans over \$10,000)

The Contractor also agrees to abide by the Madison General Ordinance 2.40, which outlines procedures whereby persons acting as lobbyists are required to provide to the public full information as to their identity, the identity of their principal, their expenditures, and their lobbying activities.

Name of Entity (contractor, city, county, etc.)

Name of Certifying Official (President of the Board of Directors, CEO, Presiding Commissioner, etc.)

Signature of Certifying Official Date

14. Equal Opportunity for Businesses and Lower Income Persons (HUD Act of 1968 Section 3 Applicable to all contracts exceeding \$100,000)

SECTION 3 CLAUSE
Reference 24 CFR 135.38

All Section 3 covered contracts (contracts to direct recipients in excess of \$200,000, for Section 3 covered projects, and subcontracts excess of \$100,000) 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 will 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 will 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 will 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.

Date: _____

Contractor's Name: _____

President's Signature: _____

Project Name: _____

**CONTRACTORS AND SUBCONTRACTORS
SECTION 3 CERTIFICATION
CITY OF MADISON, WISCONSIN**

Name of Prime Contractor _____

Project Name _____

The undersigned hereby certifies that we will make the following good faith efforts to utilize: (1) low-income area residents as trainees and employees and (2) businesses located in, or owned in, substantial part by Madison residents, on this Section 3 covered project. These good faith efforts will include:

- A. Acknowledging receipt and thorough review of the Local Jobs for Local People: Section 3: Policies, Procedures, and Plan Guidebook as a reference for program implementation.
- B. Understanding that the City of Madison is the Section 3 covered project area and when necessary, seek assistance from the City Affirmative Action or CDBG offices in preparing and implementing the Section 3 Implementation Plan.
- C. Preparing and submitting a written Section 3 plan with the bid and contract documents (if bid equals or exceeds \$100,000).
- D. Insuring that all appropriate project area business concerns are notified of pending contractual opportunities.
- E. Insertion of the Section 3 Clause, this Section 3 Certification, and Section 3 Implementation Plans in all bid documents and requiring all bidders to submit a Section 3 Plan, including utilization goals and the specific steps planned to accomplish those goals.
- F. Insuring that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- G. Attempting to recruit the targeted number of low income area residents as employees and trainees from through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating with or serving the project area such as: Urban League of Greater Madison, State Job Service, Operation Fresh Start, Private Industry Council, United Migrant Opportunity Service, Centro Hispano, Community Action Coalition for South Central Wisconsin, and others listed in the Guidebook.
- H. Maintaining a list of all lower income project area residents who have applied either on their own, as trainees or employees, or on referral from any source and to employ such persons, if otherwise eligible for existing vacancies. If this contractor is unable to employ such residents, the residents shall be listed for the next available opening.
- I. Maintaining records, including copies of correspondence, memoranda, payroll, etc. and submitting required reports which document that all of the above steps have been taken.

_____ (Name of executive official of the company or agency) has been appointed as the Equal Opportunity officer to coordinate the implementation of this Section 3 Plan.

As officers and representatives of _____ (Name of Contractor), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of this program.

Signature: _____

Title: _____ Date: _____

Signature: _____

Title: _____ Date: _____

Section 3 Plan Statement of Commitment

PRIME CONTRACTOR CERTIFICATION

PROJECT: _____
PROJECT LOCATION: _____
PRIME CONTRACTOR: _____

Project Contract

Date of Contract: _____
 Contract Amount: _____

Business Information

Address _____
 City, State, Zip Code _____
 FEIN # _____
 DUNS # _____
 Contact Name/Title _____
 Telephone _____ Fax _____
 E-mail _____

Business Owner Demographics

| Name | % of Ownership | Gender (M/F) | Race* | Latino (Yes/No) |
|------|----------------|--------------|-------|-----------------|
| | | | | |
| | | | | |
| | | | | |

| | | |
|----------------------------------|----------------------|---------------------|
| * Race (indicate all that apply) | | |
| 1 – White | 2 = Black | 3 = Native American |
| 4 = Asian | 5 = Pacific Islander | |

Certifications

Check all certifications held by this business and attach copies.

- Minority Business Enterprise
- Small Business Enterprise
- Women Business Enterprise
- Section 3 (Dane County & City of Madison)

SECTION 3 SUB-CONTRACTING

- This project will not involve any new subcontracting opportunities. (Go to Section 3 Employment and Training Opportunities).
- This project will involve new subcontracting opportunities.

Section 3 Clause

The Section 3 Clause will be included in all bid solicitations and contracts over \$100,000.

Notification of Section 3 Business Concerns

The following efforts will be made to notify Section 3 Business Concerns of sub-contracting opportunities: (Check all that apply)

- Bid packets will be sent to Section 3 Certified Business Concerns in Dane County listed on the City of Madison and the Dane County web site.
- The contracting opportunities will be advertised in the following local media:

- Bid packets will be sent to African-American Black Business Association, Latino Chamber of Commerce, Madison Development Corporation, and Wisconsin Women's Business Initiative Corporation.
- Other, specify:

Evaluation of Bids/Proposals (Please refer to the Evaluation of Bids/Proposals section of the *Section 3: Policies, Procedures, and Plan*, pages 10-12.)

| Item/Service to be Procured | Method (Sealed bid, RFP, Small Purchase) | How Preference will be Given for Section 3 Businesses |
|-----------------------------|--|---|
| | | |
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| | | |

Pre-Construction Conference

| | |
|-----------|--|
| Date: | |
| Time: | |
| Location: | |

The employment and training opportunities will be advertised in the following local media:

The employment and training opportunities will be sent for posting at the following places:

One or more job informational meetings will be held at the following location/date/time:
Date: _____
Time: _____
Location: _____

Other, specify:

By my signature below, I am hereby acknowledging to the City of Madison and Dane County, Wisconsin that I have been duly provided with information regarding the Section 3 Program which explains the obligations and requirements of any project involving construction, demolition, conversion, or reconstruction that is funded in part or in whole by HUD funds. I certify that I am empowered to enter into this Statement of Section 3 Commitment on behalf of this company. I am certifying that the information contained in this Section 3 Project Implementation Plan is accurate and correct. I understand that the funding body (City of Madison or Dane County) may impose penalties and sanctions for the submission of any false and/or inaccurate statements within this document.

PRIME CONTRACTOR SIGNATURE

Signature _____ Date: _____
Print Name _____
Title _____
Company Name _____

Section 3 Plan Statement of Commitment

SUB-CONTRACTOR CERTIFICATION

PROJECT: _____
PROJECT LOCATION: _____
PRIME CONTRACTOR: _____
SUB-CONTRACTOR: _____

Project Sub-Contract

Date of Sub-Contract: _____
 Sub-Contract Amount: _____

Business Information

Address _____
 City, State, Zip Code _____
 FEIN # _____
 DUNS # _____
 Contact Name/Title _____
 Telephone _____ Fax _____
 E-mail _____

Business Owner Demographics

| Name | % of Ownership | Gender (M/F) | Race* | Latino (Yes/No) |
|------|----------------|--------------|-------|-----------------|
| | | | | |
| | | | | |
| | | | | |

* Race (indicate all that apply)
 1 – White 2 = Black 3 = Native American
 4 = Asian 5 = Pacific Islander

Certifications

Check all certifications held by this business and attach copies.

- Minority Business Enterprise
- Small Business Enterprise
- Women Business Enterprise
- Section 3 (Dane County & City of Madison)

The employment and training opportunities will be advertised in the following local media:

The employment and training opportunities will be sent for posting at the following places:

One or more job informational meetings will be held at the following location/date/time:
Date: _____
Time: _____
Location: _____

Other, specify:

By my signature below, I am hereby acknowledging to the City of Madison and Dane County, Wisconsin that I have been duly provided with information regarding the Section 3 Program which explains the obligations and requirements of any project involving construction, demolition, conversion, or reconstruction that is funded in part or in whole by HUD funds. I certify that I am empowered to enter into this Statement of Section 3 Commitment on behalf of this company. I am certifying that the information contained in this Section 3 Project Implementation Plan is accurate and correct. I understand that the funding body (City of Madison or Dane County) may impose penalties and sanctions for the submission of any false and/or inaccurate statements within this document.

SUB-CONTRACTOR SIGNATURE

Signature _____ Date: _____
Print Name _____
Title _____
Company Name _____