

City of Evansville, Indiana
Promise Zone Public Wi-Fi Project

Request for Proposals
For
Internet Service Providers for
Public Wi-Fi within the
City of Evansville's Urban Core – The Promise Zone

RFP Issued: July 30, 2021

Response Deadline: 3:00 PM CST on August 13, 2021

City of Evansville Promise Zone Wi-Fi Project

1 Summary Page:

Project Location: City of Evansville, Indiana

Response Due Date and Time: By 3:00 PM CST – August 13, 2021

This Request for Proposal is official notification to solicit a response and other documents from Internet Service Providers qualified to deploy, operate, and maintain high-speed, broadband internet service to five public Wi-Fi sites in underserved neighborhoods within the City of Evansville's urban core designated the Promise Zone. A submittal does not guarantee that the Applicants will be contracted to perform any services but only serves notice that the Applicant's desires to be considered. The City of Evansville is not responsible for any costs incurred by the Applicants for the preparation of any materials required for responding to this RFP.

Contact for Questions: Heather Lawson
Advanced Network & Computer Services
255 S. Garvin St., Suite A
Evansville, IN 47713
812-602-6622
Email: hlawson@advncs.com

Submit Digital Response To: City of Evansville, Department of Metropolitan Development
C/O Christine Prior
Civic Center Room 306
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, IN 47708
Email: cprior@evansville.in.gov

Scoring Criteria: Proposal Evaluation criteria shall include:

- Specialized experience or technical expertise of the organization and its personnel in connection with the scope of services to be provided and complexity of the project. (20%)
- Past record of performance on contracts, including timeliness and cost control. (20%)
- Ability of Applicant to provide a Service Agreement with 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. (30%)
- As project is funded through an Office of Community and Rural Affairs grant award to provide for equipment, installation, and internet service, Cost will be a strong consideration. Applicants should provide a ladder cost approach for each site. (30%)

1. Introduction

This RFP reflects the commitment of the City of Evansville to improve and expand current public Wi-Fi infrastructure within the HUD-designated Promise Zone. The City of Evansville's Promise Zone includes some of the City's most long-established and at-risk neighborhoods within its urban core. These once-thriving working class neighborhoods fell into decline as people migrated to the suburbs during the mid-to late-1900s, leaving behind older homes and families with limited financial resources.

In March of 2020, Indiana's Governor issued a Mandatory Stay-At-Home order to combat the spread of the Coronavirus, sending thousands of workers and students home to work and learn virtually. Multiple users, devices, and intensive bandwidth activities demonstrated that many households did not have the technology or speed to support the increased internet needs during the pandemic. As the City and Nation continue to recover, it is anticipated that needs for reliable internet connectivity will remain high and many families will not be able to afford home internet service.

With financial assistance from the Indiana Office of Community and Rural Affairs COVID Phase 3 Program, Evansville's Promise Zone Wi-Fi Project proposes to narrow the access gap that exists within the City's high-poverty and historically underserved neighborhoods by providing public Wi-Fi locations to address critical community needs in education, employment, healthcare, and commerce.

2. Project Overview

Through this request, the City seeks proposals from Applicants to provide public high-speed internet service to five strategically selected locations to serve as "Internet beacons". These beacons will use rooftop access points (RAPS) to blanket the surrounding landscape.

◆ Bandwidth & Speed

The City intends to make available public Wi-Fi with bandwidth and speed that allows multiple devices to upload and download data for images, videos, text, files and audio at the same time. To optimize both speed and budget constraints, Applicants should provide ladder pricing for a one-year agreement from 500Mbps to 1G for each location. Applicant should also consider potential cost savings should the City elect to pay on a per annum basis versus a per month basis.

◆ Locations

The City has chosen five locations to serve as initial internet beacons in different areas of the Promise Zone (see attached map). These sites include:

- Dream Center – 16 W. Morgan Avenue, Evansville, IN 47710
- Memorial Baptist Church/CDC – 605 Canal Street, Evansville, IN 47713
- Young & Established – 1308 Vann Avenue, Evansville, IN 47714
- Bread of Life Church – 1700 Pollack Avenue, Evansville, IN 47714
- EVSC/Culver Learning Center - 1301 Judson Street, Evansville, IN 47713

If there are any separate installation or special construction costs necessary to bring a service to the site, the cost proposal must clearly delineate those costs from monthly recurring costs. The Demark will be located at each location in consideration with the Site's needs.

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◆ Service Agreement

Each Applicant must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided, and where applicable describe how these services will be measured. Each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble.

◆ Schedule

The City intends the project be deployed within 4-months from the date of the contract being signed as need is immediate. Within the response, Applicants are expected to provide a proposed schedule for implementation that reflects the most expeditious timeline possible.

◆ Submittal process

Responses to this request must be complete and submitted using the formats, processes, and timelines outlined. The Proposal and supporting documents will **only** be accepted in an electronic document format (PDF preferred) delivered via e-mail to cprior@evansville.in.gov. All related communications must contain in the subject line of the e-mail the following identifier:

“Evansville Promise Zone Wi-Fi Project – RFP Service Provider Response”

Responses received after the specified due date and time shall result in disqualification of the Applicant's submittal and will not be accepted. All proposals submitted become the property of the City of Evansville.

◆ Questions

No informational meetings or building visits will be scheduled. Applicants must submit any technical or procedural questions related to the Project in writing via e-mail to the following e-mail address: hlawson@advncs.com no later than August 9, 2021 at 2:00 PM. All questions related to the Project must contain in the subject line of the e-mail the following identifier:

“Evansville Promise Zone Wi-Fi Project – Service Provider Questions”

The City reserves the right to directly contact Applicants (via e-mail or phone) to clarify questions received.

All submitted questions will receive a written response with the resulting written communications containing questions and answers posted on the City's website under the Department of Metropolitan Development at <https://www.evansvillegov.org/city/departments/division.php?structureid=199>.

Written questions are the sole responsibility of the Applicant regarding inquiry about any requirement of this RFP that is not fully understood.

◆ General Requirements, Considerations, and Anticipated Contract Terms

There is no guarantee a contract will successfully be awarded related to a winning Applicant's response.

The City reserves the right to cancel this Request for Proposal at any time.

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The City is not required to accept the lowest cost proposal.

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The City, at its option, may make a single award for the entire requirement identified in this RFP. The City may also, at its option, make multiple awards. The contract may be awarded on the merits of the whole proposal or only a part of it. By submission of a proposal, each Applicant offers or acknowledges the right of the City to make the award, which is in its best interest. The City may also make no award after the completion of this RFP process.

The City reserves the right to accept any proposal, to reject any or all proposals, to reissue a request for proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of the City.

The City reserves the right to disqualify any proposals at any stage of the evaluation or procurement process upon evidence of collusion with intent to defraud or any other illegal practices on the part of the Applicant.

The City reserves the right to disregard all non-conforming, non-responsive, or conditional proposals.

Discrepancies between words and figures will be resolved in favor of words.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The City may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City all such information by the date specified by the City.

The City may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Applicant, their proposed subcontractors, and other persons or organizations submitted within an Applicant's response to do the work to the City's satisfaction within the prescribed time.

The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

The City reserves the right to conduct interviews of short-listed Applicant(s) prior to making a final selection.

The information contained in proposals submitted for consideration by the City will be held in confidence only to the extent allowable by law. The City will honor specific requests for confidentiality for information of a proprietary nature only to the extent allowed by law if clearly marked by Applicant as "Proprietary" or "Confidential."

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All proposals become public documents and are subject to public review (upon request).

“Proprietary” or “Confidential” items should be noted and will not be eligible for public review to the extent allowed by law. During the RFP process itself, and until a contract is awarded or this process is canceled, all information and documents received are confidential.

RFP Applicants assume all costs of preparation of the proposal.

RFP responses become the property of the City of Evansville.

By submitting an RFP response, the Applicant agrees that the specifications are adequate and accepts the terms and conditions outlined. Any exceptions to stated specifications should be noted in the RFP response.

In submitting an RFP response, the Applicant is not required to submit a bid bond, certified check, or other evidence of financial responsibility.

Unless specified to the contrary, all proposals shall be **valid for 120 days** from the due date of the submission.

The City of Evansville is exempt from State, Federal, and Local taxes. The City will not be responsible for any taxes levied on the Applicant as a result of the contract resulting from this RFP.

The City acknowledges the potential for a variety of contract frameworks that may result from this RFP process; however, any final contract must comply with City requirements.

If chosen for contract negotiation, the selected Applicant candidate must provide a description of all liability and property insurances that would be in place relative to the contract as outlined in this RFP.

The successful Applicant should expect to enter into a contract for deployment of specific infrastructure, network operation and availability, and delivery of defined broadband services. The parties will arrive at a specific contract containing mutually agreed to terms consistent with City requirements and contracting processes.

The Applicant will be required to execute a contract within 60 days of notification they have been selected by the City as the awarded candidate. The City reserves the right to select another candidate if a contract is not executed within the 60-day timeline.

The Applicant should expect that disbursement of funds will be coordinated with the achievement of specific, mutually agreed-to project milestones.

3. Government Funded Projects

The City of Evansville Promise Zone Wi-Fi Project is funded in large part by a grant from the Indiana Office of Community and Rural Affairs' COVID-19 Response Program Phase 3. Funds are derived from the State's annual Community Development Block Grant (CDBG) allocation which have been redirected to assist with COVID-19 needs based on guidance from the U.S. Department of Housing and Urban Development (HUD) on how the funds may be used.

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Applicants could request a maximum of \$250,000 with no match requirement. The City of Evansville received a grant award of \$245,552. Proceeds from the grant shall be used for the design, installation, and operation of a public Wi-Fi system for one year. In addition to the internet services for one year requested in this proposal, the grant will pay for implementation design and monitoring along with hardware and equipment to include wireless access points, sector antenna and control panels.

As a municipally funded Project utilizing federal funds, the Applicant acknowledges, shall complete, and agrees to the following:

◆ Minority and Women Business Enterprise Utilization

City of Evansville's commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in their purchasing efforts. An atmosphere of equal opportunity for all contractors/subcontractors shall be maintained in all operations associated with this bid including the purchasing of products and services. Applicant must identify MBE/WBE anticipated to be participants in this project as part of its response.

◆ Davis Bacon and Related Acts (DBRA)

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. DBRA contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

◆ E-Verify Program

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the APPLICANT shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Applicant is either required to submit proof from the E-Verify Program that it is currently enrolled in the Program (an example of confirmation is the confirmation e-mail received from E-Verify that the Applicant has successfully enrolled in E-Verify), or complete and submit the Indiana Legal Employment Declaration Form.

◆ Conflict of Interest

A Conflict of Interest/Familial Disclosure Form must be completed, signed, and submitted by the Applicant indicating no such conflict of interest exists between the Applicant and the City of Evansville personnel.

◆ Section 3 Employment

This Project is assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of

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the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. See attachment titled "Section 3 Requirements."

◆ Registration

Successful Bidders will be required to register in the System for Award Management, www.sam.gov/SAM, prior to any Contract being awarded. Applicants must first create a user account and then register their entity. Applicants are encouraged to begin the registration process prior to bid opening to mitigate any potential delays in awarding the Contract. Registration is FREE of charge with assistance from the Federal Service Desk at <http://www.fsd.gov>

Successful Applicant(s) will be required to register as a Vendor with the City of Evansville and submit a W-9 at <https://selfservice.evansville.in.gov/MSS/Vendors/Default.aspx>

4. Response Format

All bids must include the completed Attachments and the following information:

1. Laddered pricing for a one-year service agreement from 500Mbps to 1G for each location. Applicant should consider potential cost savings should the City elect to pay on a per annum basis versus a per month basis. Your proposal must clearly indicate non-recurring costs, recurring costs, and fees for the service being proposed, for each service tier.
2. Detailed information regarding any required construction/installation.
3. Timeline for completion of the work necessary to demonstrate service delivery by October 30, 2021.
4. Proposed Service Level Agreement.

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ATTACHMENT A: COVER SHEET

Name of Business or Organization:	
Type of Entity:	
Federal Tax ID Number:	
DUNS Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number(s)	
Contact Person – E-mail address(es)	
Sam Activation Date	
City Vendor Number	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by City of Evansville, Indiana, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

Printed Title of Authorized Representative

Attachment B: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, 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, political affiliation or belief, age or disability.
4. The Contractor 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, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Contractor Representative (Please Print)

Signed

Contractor Name

Telephone

Contractor Address

Date

Attachment C: INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____
(name of Company), declare under penalties of perjury that
_____ (name of Company) does not employ unauthorized aliens to the
best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-Verify, please see:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Attachment D: DRUG-FREE WORKPLACE POLICY

The DRUG Free Workplace Act, signed into law on November 18, 1988, requires employers who contract or receive grants from the Federal Agencies to meet certain requirements for providing a “drug-free workplace.” The use or being under the influence of alcohol and/or illicit drugs diminishes productivity, increases absenteeism, and endangers the health, safety and welfare of the employees and/or clients. All Contractors and Subcontractors working on this project must comply with the following provisions of the Drug-Free Workplace Policy of this agency.

1. The possession, use, sale, purchase, transfer, manufacture, distribution and/or storage of alcohol or illicit drugs on any City of Evansville premises are strictly prohibited. Any contractor, subcontractor, or their employees, interns, or enrollee in a Federally funded program found to be under the influence of alcohol or illicit drugs during working hours or while on City of Evansville premises may be subject to disciplinary action.
2. Any violation of HOPE’s Drug-Free Workplace Policy may be cause for:
 - A. Referral to the appropriate counseling, rehab, or professional services.
 - B. Suspension from employment for a period to be determined by the Executive Director and/or Board of Directors.
 - C. Termination of employment.
3. Any employee, intern, or enrollee in a Federally funded program convicted of a drug statute violation arising out of conduct occurring in the workplace must notify the Executive Director or President of City of Evansville within 48 hours after the conviction. Any employee, intern, or enrollee in a federally funded program found to be in violation of this notification requirement may be subject to disciplinary action.

As attested by my signature below, I have read and agree to abide by this Drug-Free Workplace Policy, and I understand the sanctions and/or disciplinary measures if I am convicted of a drug statute violation occurring in the workplace. Furthermore, I agree to notify the City of Evansville Department of Metropolitan Development within 48 hours following my conviction resulting from a violation which occurred on City of Evansville premises.

Signature_____

Printed Name_____

Company Name_____

Date: _____

Attachment E: NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Signature

Printed Name

Title

Company

Attachment F: CERTIFICATIONS OF NONSEGREGATED FACILITIES

The Applicant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Applicant certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Applicant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification the term "segregated facilities" means any waiting rooms, work area, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Applicant agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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

This certification must be included in the Proposal, without alteration.

Date _____, 2021.

Address:

_____(SEAL) _____

_____(TITLE) _____

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Attachment G: CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

ALL APPLICANTS must complete a Conflict of Interest Familial Disclosure Form and must attach the completed form to the proposal.

As the Applicant, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Applicant (a "Applicant Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Applicant be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between an Applicant Party and any employee or member of any City Department or board.

As the Applicant, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify an Applicant, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE":

Signature(s): _____ Title: _____

Company: _____ Date _____, 2021.

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

My commission expires: _____

My County of residence: _____ County, State of _____

Notary Public: _____

Printed Name of Notary Public: _____

Attachment H: SECTION 3 REQUIREMENTS

- a. Compliance - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient/CBDO and any of the Subrecipient/CBDO's Subrecipient/CBDOs and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient/CBDO and any of the Subrecipient/CBDO's Subrecipient/CBDOs and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient/CBDO certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient/CBDO further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient/CBDO further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient/CBDO certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications - The Subrecipient/CBDO agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts - The Subrecipient/CBDO will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor DMD. The Subrecipient/CBDO will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.