

# **CONTRACT ATTACHMENTS**

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# Assurances

## Construction Programs

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**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

# **APPENDIX II UNIFORM GUIDANCE**

## **2 CFR 200**

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All contracts must include the following language:

*“Parties agree that any applicable terms required by Appendix II Uniform Guidance 2 CFR 200 are hereby incorporated into this contract.”*

# SECTION 3

## Clause

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All Section 3 covered contracts must include the following 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 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are beneficiaries of HUD housing assistance or who reside in the communities where the HUD funding is expended.*
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 75, 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 75 regulations.*
- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.*
- D. Noncompliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.”*

# **SECTION 3**

## **Compliance Plan**

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All Section 3 covered contracts must include the following *City of Fargo Section 3 Compliance Plan* (version January 2025) as an attachment to the bid packet.

City of Fargo  
**Section 3  
Compliance  
Plan**

January 2025

**Planning & Development**

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## INTRODUCTION

The City of Fargo (the “City”) and the entities to which it provides certain U.S. Department of Housing and Urban Development (HUD) funding must comply with Section 3 of the Housing and Urban Development Act of 1968 (“Section 3”), as mandated by law.

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are beneficiaries of HUD-provided housing assistance or who reside in the communities where the HUD funding is expended.

Entities working on Section 3 Covered Projects (as defined later in this Compliance Plan) must comply with HUD’s Section 3 regulations at [24 CFR Part 75](#).

This Compliance Plan (“Plan”) summarizes Section 3 requirements as they pertain to the HUD programs administered by the City. The Plan outlines what the City and its partners must do to comply with Section 3 and identifies the record-keeping and reporting requirements that must be met.

## SECTION 3 FREQUENTLY ASKED QUESTIONS

### 1. Which projects are covered by Section 3?

A Section 3 Covered Project is any project involving the construction, reconstruction, conversion, or rehabilitation of housing or public infrastructure that receives HUD assistance in excess of \$200,000 from any combination of the following programs:

- CDBG (Community Development Block Grant)
- Disaster Recovery
- ESG (Emergency Solutions Grant)
- HOME (HOME Investment Partnerships Program)
- HOPWA (Housing Opportunities for Persons with AIDS)
- HTF (National Housing Trust Fund)
- NSP (Neighborhood Stabilization Program 1, 2, and 3)
- Public Housing Capital Fund
- RAD (Rental Assistance Demonstration)
- Section 202 or 811

Section 3 applies to the entire project regardless of which costs are being paid with the HUD assistance. For example, assume a project combines \$300,000 of HOME funding with \$120,000 of owner’s cash reserves for a total project cost of \$420,000. Even if the developer chooses to pay the \$120,000 contract for heating system replacement with cash reserves, the entire project, including the heating contractor, is required to comply with Section 3.

The project is considered to be the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

### 2. Who must ensure compliance with Section 3?

The following recipients of HUD funding must ensure compliance with Section 3:

- The City
- Subrecipients of HUD funding including the project’s developer, owner, or sponsor
- Contractors and Subcontractors of all tiers and contract sizes

The following contracts are exempt from compliance with Section 3:

- Materials-only contracts for the purchase of supplies without installation
- Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 5307) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111)

### 3. What does Section 3 require?

Section 3 Covered Projects must strive, to the greatest extent feasible, to meet the following Section 3 Benchmarks:

- 25% of total labor hours are worked by Section 3 Workers; and
- 5% of total labor hours are worked by Targeted Section 3 Workers

Hours may be reported based on good-faith estimates.

It is also required for Subrecipients and Contractors to undertake and document efforts they made to strive to meet Section 3 Benchmarks to the greatest extent feasible. Examples include, but are not limited to:

- Target advertising for training and employment specifically to residents of public housing.
- Target advertising for training and employment to the Neighborhood Service Area of the project.
- Advertise in local media and social media.
- Provide direct, on-the-job training (including apprenticeships).
- Assist with indirect training (e.g., arranging for, contracting for, or paying tuition for off-site training)
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Inform advocates for small businesses of possible contracting opportunities associated to this project.
- Provide technical assistance to help Section 3 Business Concerns to understand and bid on contracts.
- Divide contracts/subcontracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Hold or participate in one or more job fairs.
- Conduct Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

However, the Section 3 regulations at 24 CFR Part 75 do not *require* the employment of Section 3 Workers or the contracting of Section 3 Business Concerns; Section 3 Workers and Section 3 Business Concerns are not exempt from meeting the qualifications for the position or the specifications of the contract.

### What if the Section 3 Benchmarks are not met?

If the Section 3 Covered Project fails to meet Section 3 Benchmarks, the Subrecipient must provide satisfactory documentation as to how it made efforts to meet Benchmarks to the greatest extent feasible and why it was not possible. Written justification should describe the outreach efforts that were taken, barriers encountered, and any other relevant information that will allow HUD to make a determination regarding Section 3 compliance.

The City must review every pay request for compliance with Section 3 regardless of the source(s) of funds in the request. Absolutely no funds shall be released for payment from any source until the City has communicated that Section 3 compliance has been satisfied.

### 4. Who is a Section 3 Worker?

A Section 3 Worker is any individual who fits at least one of the following categories:

- Currently or when hired in the last five years meets the definition of low-income (i.e., annual individual income is at or below HUD-defined 80% of area median income for one-person household)
- Employed by a Section 3 Business Concern
- Is a participant in the U.S. Department of Labor's YouthBuild programs

To determine if an individual meets the definition of a Section 3 Worker or Targeted Section 3 Worker, use the Worker Certification form.

### 5. Who is a Targeted Section 3 Worker?

A Targeted Section 3 Worker is a Section 3 Worker who fits at least one of the following categories:

- Employed by a Section 3 Business Concern
- Currently lives or when hired within the last 5 years lived within the Neighborhood Service Area of the project, which is defined as either:
  - An area within one mile of the Section 3 Covered Project, OR
  - If fewer than 5,000 people live within one mile, within a circle centered on the Section 3 Covered

Project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census

- Currently is or when hired within the last five years was a resident of public housing or housing assisted with project-based or tenant-based Section 8 rental assistance; or
- Currently is or when hired within the last five years was a participant in the U.S. Department of Labor's YouthBuild program

## **6. What is a Section 3 Business Concern?**

A Section 3 Business Concern is a business that can provide evidence that they meet (or have met within the last 6 months) at least one of the following criteria:

- At least 51% owned and controlled by Section 3 Worker(s);
- At least 75% of labor hours over the prior three-month period are performed by Section 3 Workers; or
- At least 51% owned and controlled by current residents of public housing or housing assisted with project-based or tenant-based Section 8 rental assistance.

A business must complete a Section 3 Business Concern Eligibility (included as part of the attached Entity Profile Package) for the City to determine whether or not it is a Section 3 Business Concern.

All employees of a Section 3 Business Concern are Section 3 Workers and Targeted Section 3 Workers.

## **7. What are the City's responsibilities?**

The City must ensure compliance with Section 3 requirements. This includes:

- Assist subrecipients and contractors on Section 3 Covered Projects to be educated on and comply with Section 3
- Monitor the performance of subrecipients and Contractors on Section 3 Covered Projects with respect to their meeting the objectives and requirements of Section 3.
- Include Section 3 requirements in any subrecipient agreement for a Section 3 Covered Project.
- Submit Section 3 data annually to HUD and maintain supporting documentation.

If the project contains multiple HUD sources, not all of which are administered by the City, then each agency must separately administer Section 3 compliance and reporting for their respective HUD funding sources. One agency shall not administer Section 3 for all HUD funding sources unless all HUD sources are administered by one agency.

## **8. What are the Subrecipient's responsibilities?**

The Subrecipient (developer/owner/sponsor) must, to the greatest extent feasible, ensure that contracting, employment, and training opportunities arising in connection with the Section 3 Covered Project are provided to Section 3 Business Concerns and Section 3 Workers, both in their own operations and that of all their contractors and subcontractors. This includes:

- Implement procedures designed to notify potential Section 3 Workers about training and employment opportunities and potential Section 3 Business Concerns about contracting opportunities generated by a Section 3 Covered Project.
- Ensure that all bid and contract documents related to Section 3 Covered Projects clearly indicate the project is subject to Section 3. All potential respondents should be educated about their responsibilities under Section 3. All bid solicitations and contract documents must include the Section 3 Clause.
- Ensure the compliance of all contractors on a Section 3 Covered Project. Contracts must not be entered into with entities that have violated Section 3 requirements.
- Collect, review for accuracy, and submit all required Section 3 documentation to the City as outlined in the Documentation and Reporting section below.

## 9. What are the Prime Contractor's responsibilities?

Section 3 Prime Contractors must, to the greatest extent feasible, ensure that contracting, employment, and training opportunities arising in connection with the Section 3 Covered Project are provided to Section 3 Business Concerns and Section 3 Workers, both in their own operations and that of all their subcontractors. This includes:

- Implement procedures designed to notify potential Section 3 Workers about training and employment opportunities and potential Section 3 Contractors (subcontractors) about contracting opportunities generated by a Section 3 Covered Project.
- Ensure that all bid solicitations and subcontracts related to Section 3 Covered Projects clearly indicate the project is subject to Section 3. All potential respondents should be educated about their responsibilities under Section 3. All bid solicitations and contracts must include the Section 3 Clause.
- Ensure the Section 3 compliance of all their subcontractors, regardless of the size of the contract. Subcontracts must not be entered into with entities that have violated Section 3 requirements. Likewise, all subcontractors are responsible for the lower tier subcontractors underneath them.
- Collect, review for accuracy, and submit all required Section 3 documentation to the Subrecipient as outlined in the Documentation and Reporting section below.

## DOCUMENTATION & REPORTING

All required forms can be found on the City of Fargo's Section 3 website: <https://fargond.gov/city-government/departments/planning-development/community-development-neighborhoods/section-3>

The **Subrecipient** (developer/owner/sponsor) shall be responsible for compiling and submitting the following documentation to the City:

- Due upon execution of the **Subrecipient Agreement**:
  - Entity Profile Package for the Subrecipient
  - Copy of bid package that includes the required Section 3 Clause

The **Prime Contractor** shall be responsible for compiling and submitting the following documentation to the Subrecipient. The Subrecipient shall be responsible for reviewing for accuracy and submitting to the City:

- Due upon execution of the **contract with Prime Contractor**:
  - Entity Profile Package for the Prime Contractor
  - A Schedule of Contracts providing the following:
    - Name and contact information for each subcontractor (all tiers)
    - Identification of any materials-only contracts
    - The total dollar amount of all contracts, which must match the general contract
  - Copy of the contract that includes the required Section 3 Clause
- Due upon execution of **each contract with each subcontractor**:
  - Entity Profile Package for each subcontractor
  - Copy of each subcontract that includes the required Section 3 Clause
- Due upon **each pay request** (regardless of funding source or which costs are being requested):
  - Section 3 Work Hours and Outreach Efforts form for time period of pay request
    - The "Time Log" section must include every employee, from all tiers and subcontracts, who has worked on the project since the last pay request. (Certified payroll with employee hours may be provided in lieu of the Time Log form.)
    - Add attachments to the "Outreach Efforts" section that provide proof of outreach efforts (e.g., copies of direct mail solicitations, email and internet outreach efforts, formal advertisements, flyers or brochures, sign-in lists from job fairs and other public meetings, and agendas and/or meeting notes from meetings with contractors).
  - Section 3 Worker Certification form for each reported employee

- Can be completed by employer or employee
- Only need to provide once per employee working on the project
- Must use appropriate HUD-defined area median income limits

## SECTION 3 CLAUSE

All Section 3 covered contracts must include the following 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 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are beneficiaries of HUD housing assistance or who reside in the communities where the HUD funding is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.
- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- D. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**ENTITY PROFILE PACKAGE**  
Business & Contract Information

**BUSINESS INFORMATION**

Business Legal Name ("Entity")		Federal Tax ID #/Employer ID #		
Business Address		City	State	ZIP Code
Telephone Number	Email Address		State of ND Contractor License Number (if applicable)	

**CONTRACT INFORMATION**

Project Name	Contract Date
Our contract is with _____ in the amount of \$ _____	
Specific work to be performed includes:	
Is the contract for Professional Services <b>ONLY</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No Professional Services means non-construction services that require an advanced degree or professional licensing, such as contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.	
Is the contract for Material Supplies <b>ONLY</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No Material Supply Contract means a contract including only the purchase of products or materials. It may include the delivery of those products or materials, however, the contract may NOT include any other involvement of labor.	
Will any work be subcontracted out? <input type="checkbox"/> Yes* <input type="checkbox"/> No <b>*If yes, attach a Schedule of Contracts to this package and submit a contract copy and entity profile package for each subcontractor.</b>	

**SECTION 3 BUSINESS CONCERN ELIGIBILITY – Check all that apply:**

<input type="checkbox"/> This business is at least 51% owned and controlled by low-income persons, defined as those with individual income below 80 percent of the HUD-defined area median income.
<input type="checkbox"/> At least 75% of this business' labor hours are performed by low-income workers, defined as those with an individual income below 80 percent of the HUD-defined area median income.
<input type="checkbox"/> This business is at least 51% owned and controlled by current residents of public housing or housing assisted with project-based or tenant-based Section 8 rental assistance.
<input type="checkbox"/> None of the above.

**MINORITY-OWNED AND WOMAN-OWNED BUSINESS CERTIFICATON – Check all that apply:**

<input type="checkbox"/> This business is at least 51% owned and controlled by one or more women.
<input type="checkbox"/> This business is at least 51% owned and controlled by one or more United States citizens who identify as members of an ethnic/racial minority group, including African American, Asian American or Pacific Islander, Hispanic American, and/or Native American. If Yes, list the race/ethnicity of the owner(s) and controller(s): _____
<input type="checkbox"/> None of the above.

**The undersigned, duly authorized on behalf of the above-named company, hereby declares and affirms that the information contained herein is, to the best of his/her knowledge and belief, in all things complete, true, and correct.**

Authorized Representative Name	Title
Signature	Date



**ENTITY PROFILE PACKAGE**  
Certification of Non-Debarment or Suspension

By signing this Certification, Entity certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency\*; and
- B. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this section; and
- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

Business Legal Name ("Entity")	
Printed Name of Entity's Authorized Agent	Title
Signature	Date

**\*If Entity is contracting directly with Project Owner for this project, provide your required SAM.gov Unique Entity ID:**



**ENTITY PROFILE PACKAGE**  
 Section 3 Acknowledgement Form  
*(Complete only if Section 3 applies)*

Section 3 is a provision of the Housing and Urban Development Act of 1968 that promotes local economic development and individual self-sufficiency for projects funded by the U.S. Department of Housing and Urban Development (“HUD”).

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated using federal funds be made available to low-income persons, particularly those who receive federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals of 25 percent of total labor hours worked by Section 3 Workers, and 5 percent of total labor hours worked by Targeted Section 3 Workers, as those terms are defined in the City of Fargo's Section 3 Compliance Plan (“Plan”).

Project Name	Project Number		
Project Address	City	State	ZIP Code

Therefore, I, the person named above, on behalf of Entity hereby certify that upon being awarded a contract to participate in the HUD-funded project named above (“Project”), the Entity:

1. Has received, read, and understands the Plan and all its Attachments; and
2. Will comply with all policies and procedures outlined in the Plan; and
3. Will ensure the City of Fargo promptly receives all required documentation identified in the Plan; and
4. Has read the Section 3 regulations at 24 CFR Part 75; and
5. Will comply with HUD’s Section 3 regulations at 24 CFR Part 75; and
6. Is under no contractual or other impediment preventing compliance with Section 3 requirements; and
7. Will include any required Section 3 Clause(s) in every contract related to this Project; and
8. Will not contract with any entity that has been found in violation of any provision of 24 CFR Part 75; and
9. Will provide a copy of the Plan to all entities with which Entity contracts to work on the Project; and
10. Understands that pay requests will be delayed until all Section 3 requirements are met.

Business Legal Name (“Entity”)	
Representative Name	Title
Signature	Date

**ENTITY PROFILE PACKAGE**

Section 3 Clause Inclusion Form

*(Complete only if Section 3 applies)*

**SECTION 3 CLAUSE**

The Entity agrees this Section 3 Clause shall be included, without modification, in all sub-agreements.

- 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 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are beneficiaries of HUD housing assistance or who reside in the communities where the HUD funding is expended.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 75, 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 75 regulations.
- C. The Entity agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The Entity will not subcontract with any subcontractor where the Entity has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- D. Noncompliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Business Legal Name ("Entity")	
Printed Name of Entity's Authorized Agent	Title
Signature	Date



**PART II: OUTREACH EFFORTS**

Indicate any efforts made, **since the last report submitted** to direct employment and other economic opportunities toward low-income persons, particularly those who reside near the project or are recipients of government assistance for housing. Provide detailed explanations for any effort selected. Documentation of any efforts must be attached.

(Check all that apply.)

<input type="checkbox"/> Contract Opportunities: Informed advocates for small businesses of possible contracting opportunities associated to this Project. Explain:
<input type="checkbox"/> Contract Opportunities: Divided contracts/subcontracts into smaller jobs to facilitate participation by Section 3 business concerns. Explain:
<input type="checkbox"/> Apprenticeships: Conducted on-the-job training or assisted indirect training through support of off-site training opportunities. Explain:
<input type="checkbox"/> Job Opportunities: Informed Job Service North Dakota, advertised in local media, or participated in job fair. Explain:
<input type="checkbox"/> Job Opportunities: Advertised in local media, social media or participated in job fair. Explain:
<input type="checkbox"/> Job Opportunities: Targeted advertising for training and employment specifically to residents of public housing. Explain:
<input type="checkbox"/> Job Opportunities: Targeted advertising for training and employment to the Neighborhood Service Area of the project. Explain:
<input type="checkbox"/> Job Opportunities: Consulted with an agency administering YouthBuild and/or other federally funded training programs. Explain:
<input type="checkbox"/> Job Opportunities: Consulted with probation or parole agencies, unemployment compensation programs, and/or a community organization which serves Section 3 Workers. Explain:
<input type="checkbox"/> Job Opportunities: Employed a job coordinator or contracted with a business licensed in the field of job placement to undertake efforts to match eligible and qualified Section 3 Workers with training and employment positions. Explain:
<input type="checkbox"/> Other efforts made. Explain:
<input type="checkbox"/> No efforts made since last report. Explain:

The undersigned, being duly authorized on behalf of the above-named company, hereby declares, and affirms that the information contained herein is, to the best of his/her knowledge and belief, in all things complete, true, and correct. Misrepresentation of any kind will be grounds for appropriate sanctions under 24 CFR Part 75.

Representative Name	Title
Signature	Date



## SECTION 3 WORKER CERTIFICATION FORM

### EMPLOYEE INFORMATION

Name		Date Hired (mm/yyyy)	
Permanent Address	City	State	ZIP Code

Check all that apply:

<input type="checkbox"/> Worker's income, annualized for the current calendar year or for the previous calendar year, is below the published HUD-defined area median income (see attached income charts)	Section 3 Worker
<input type="checkbox"/> Worker resides within the one mile of the Project or within the Project's Neighborhood Service Area*	Targeted Section 3 Worker
<input type="checkbox"/> Worker's employer is a Section 3 Business Concern	Section 3 Worker and Targeted Section 3 Worker
<input type="checkbox"/> Worker is a YouthBuild participant, either currently or when worker was hired in the last five years	Section 3 Worker and Targeted Section 3 Worker
<input type="checkbox"/> None of the above	

\*Neighborhood Service Area: An area within one mile of the Section 3 Project or, if fewer than 5,000 people live within one mile, within a circle centered on the Section 3 Project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

### IF COMPLETED BY EMPLOYER

Representative Name	Title
Signature	Date

### IF COMPLETED BY WORKER

Signature	Date
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## **Section 3 Worker HUD Income Limits (80% AMI)**

### **INSTRUCTIONS**

Use the following income limit charts to determine if a worker is Low Income (at or below 80% Area Median Income) and therefore qualifies as a Section 3 Worker. Please note:

- Use the employee's annual income, annualized for the current calendar year or for the previous calendar year.
- Use only the employee's individual income, not their total household income.
- Use the income limit associated to the county of the employee's permanent address.
- If the county associated to the employee's permanent address is not listed, search HUD's Income Limits Dataset using the county's 1 person 80% limit or submit a request for assistance to the City's Section 3 Coordinator. Datasets are available at <https://www.huduser.gov/portal/datasets/il.html>.
- If an employee does not currently fall within the most recently effective income limits, then you can look back to the annualized income & limits of the year the employee was hired (if hired within the last five years by the same employer) to determine if they qualified as a Section 3 Worker at the time of initial hiring.

**Section 3 Worker HUD Income Limits (80% AMI)**  
**NORTH DAKOTA**

ND COUNTY	DATE EFFECTIVE				
	4/1/2024	5/15/2023	4/18/2022	4/1/2021	4/1/2020
Adams County	\$ 58,950	\$ 53,600	\$ 53,800	\$ 48,100	\$ 46,850
Barnes County	\$ 56,850	\$ 55,750	\$ 53,550	\$ 48,100	\$ 46,850
Benson County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Billings County	\$ 63,700	\$ 62,450	\$ 62,600	\$ 55,950	\$ 54,950
Bottineau County	\$ 60,350	\$ 55,250	\$ 52,150	\$ 48,100	\$ 46,850
Bowman County	\$ 56,850	\$ 58,350	\$ 55,100	\$ 52,950	\$ 54,950
Burke County	\$ 66,300	\$ 61,950	\$ 58,550	\$ 52,750	\$ 50,300
Burleigh County	\$ 60,800	\$ 60,850	\$ 57,500	\$ 55,950	\$ 53,800
Cass County	\$ 59,300	\$ 58,350	\$ 56,300	\$ 51,150	\$ 50,050
Cavalier County	\$ 56,850	\$ 55,250	\$ 52,150	\$ 48,550	\$ 47,900
Dickey County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Divide County	\$ 61,500	\$ 59,250	\$ 55,950	\$ 52,400	\$ 52,300
Dunn County	\$ 68,500	\$ 64,050	\$ 60,500	\$ 54,100	\$ 51,550
Eddy County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Emmons County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Foster County	\$ 62,450	\$ 56,950	\$ 53,800	\$ 48,100	\$ 46,850
Golden Valley County	\$ 58,750	\$ 55,250	\$ 52,150	\$ 48,100	\$ 46,850
Grand Forks County	\$ 58,450	\$ 53,600	\$ 52,150	\$ 48,100	\$ 49,500
Grant County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Griggs County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Hettinger County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Kidder County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
LaMoure County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Logan County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
McHenry County	\$ 56,850	\$ 55,800	\$ 53,600	\$ 49,600	\$ 50,900
McIntosh County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
McKenzie County	\$ 60,700	\$ 57,550	\$ 54,350	\$ 55,250	\$ 54,950
McLean County	\$ 56,850	\$ 54,150	\$ 52,150	\$ 48,100	\$ 46,850
Mercer County	\$ 63,000	\$ 62,100	\$ 60,950	\$ 54,800	\$ 54,950
Morton County	\$ 60,800	\$ 60,850	\$ 57,500	\$ 55,950	\$ 53,800
Mountrail County	\$ 57,600	\$ 56,400	\$ 53,500	\$ 49,800	\$ 51,150
Nelson County	\$ 56,850	\$ 53,700	\$ 52,150	\$ 48,100	\$ 46,850
Oliver County	\$ 60,800	\$ 60,850	\$ 57,500	\$ 48,100	\$ 49,750
Pembina County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Pierce County	\$ 58,100	\$ 54,950	\$ 52,150	\$ 48,100	\$ 46,850
Ramsey County	\$ 56,850	\$ 53,600	\$ 52,500	\$ 49,950	\$ 48,100
Ransom County	\$ 56,850	\$ 54,500	\$ 52,150	\$ 48,100	\$ 46,850
Renville County	\$ 56,850	\$ 55,550	\$ 53,800	\$ 48,100	\$ 47,050
Richland County	\$ 58,450	\$ 54,050	\$ 52,150	\$ 48,100	\$ 46,850
Rolette County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Sargent County	\$ 56,850	\$ 54,850	\$ 52,150	\$ 50,300	\$ 49,150

Sheridan County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Sioux County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Slope County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 47,050
Stark County	\$ 60,700	\$ 61,400	\$ 59,850	\$ 55,950	\$ 54,950
Steele County	\$ 62,550	\$ 56,950	\$ 53,800	\$ 48,100	\$ 49,500
Stutsman County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Towner County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Traill County	\$ 63,000	\$ 57,300	\$ 54,150	\$ 49,200	\$ 49,500
Walsh County	\$ 56,850	\$ 53,600	\$ 52,150	\$ 48,100	\$ 46,850
Ward County	\$ 58,950	\$ 53,600	\$ 53,800	\$ 48,100	\$ 50,050
Wells County	\$ 56,850	\$ 54,000	\$ 52,150	\$ 48,100	\$ 46,850
Williams County	\$ 62,400	\$ 62,100	\$ 62,600	\$ 55,950	\$ 54,950

**Section 3 Worker HUD Income Limits (80% AMI)**  
**MINNESOTA**

<b>MN COUNTY</b>	<b>DATE EFFECTIVE</b>				
	<b>4/1/2024</b>	<b>5/15/2023</b>	<b>4/18/2022</b>	<b>4/1/2021</b>	<b>4/1/2020</b>
Aitkin County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Anoka County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Becker County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Beltrami County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Benton County	\$ 54,800	\$ 52,400	\$ 49,500	\$ 44,250	\$ 45,500
Big Stone County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Blue Earth County	\$ 56,350	\$ 53,400	\$ 50,400	\$ 45,100	\$ 47,450
Brown County	\$ 52,200	\$ 51,000	\$ 48,900	\$ 44,200	\$ 42,800
Carlton County	\$ 53,350	\$ 50,600	\$ 47,800	\$ 42,750	\$ 43,050
Carver County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Cass County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Chippewa County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 41,100
Chisago County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Clay County	\$ 59,300	\$ 58,350	\$ 56,300	\$ 51,150	\$ 50,050
Clearwater County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Cook County	\$ 54,300	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Cottonwood County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Crow Wing County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Dakota County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Dodge County	\$ 65,650	\$ 66,100	\$ 62,450	\$ 55,850	\$ 54,950
Douglas County	\$ 54,400	\$ 52,600	\$ 49,700	\$ 44,900	\$ 44,450
Faribault County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Fillmore County	\$ 53,700	\$ 51,450	\$ 48,650	\$ 43,700	\$ 42,500
Freeborn County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Goodhue County	\$ 59,750	\$ 57,400	\$ 54,250	\$ 49,100	\$ 48,650
Grant County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Hennepin County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Houston County	\$ 55,100	\$ 52,300	\$ 50,500	\$ 45,150	\$ 43,050
Hubbard County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Isanti County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Itasca County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Jackson County	\$ 51,350	\$ 49,600	\$ 46,850	\$ 42,750	\$ 41,950
Kanabec County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Kandiyohi County	\$ 53,300	\$ 49,600	\$ 46,850	\$ 42,150	\$ 41,100
Kittson County	\$ 54,350	\$ 49,500	\$ 46,800	\$ 41,850	\$ 40,950
Koochiching County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Lac qui Parle County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Lake County	\$ 53,850	\$ 49,400	\$ 46,700	\$ 41,750	\$ 41,400
Lake of the Woods County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Le Sueur County	\$ 61,350	\$ 57,500	\$ 54,300	\$ 48,550	\$ 47,450
Lincoln County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700

Lyon County	\$ 51,350	\$ 49,600	\$ 46,850	\$ 42,950	\$ 44,000
McLeod County	\$ 57,400	\$ 52,650	\$ 49,750	\$ 44,950	\$ 42,800
Mahnomen County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Marshall County	\$ 55,250	\$ 50,250	\$ 47,450	\$ 43,350	\$ 42,600
Martin County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Meeker County	\$ 55,300	\$ 51,650	\$ 48,800	\$ 44,050	\$ 42,950
Mille Lacs County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Morrison County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Mower County	\$ 51,950	\$ 49,400	\$ 46,700	\$ 41,750	\$ 41,300
Murray County	\$ 54,700	\$ 50,700	\$ 47,900	\$ 44,450	\$ 43,400
Nicollet County	\$ 56,350	\$ 53,400	\$ 50,400	\$ 45,100	\$ 47,450
Nobles County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Norman County	\$ 54,300	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Olmsted County	\$ 65,650	\$ 66,100	\$ 62,450	\$ 55,850	\$ 54,950
Otter Tail County	\$ 52,100	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Pennington County	\$ 54,500	\$ 49,600	\$ 46,850	\$ 43,050	\$ 41,100
Pine County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Pipestone County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Polk County	\$ 58,450	\$ 53,600	\$ 52,150	\$ 48,100	\$ 49,500
Pope County	\$ 56,150	\$ 51,450	\$ 48,550	\$ 43,400	\$ 43,350
Ramsey County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Red Lake County	\$ 55,650	\$ 50,650	\$ 47,850	\$ 45,550	\$ 43,400
Redwood County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Renville County	\$ 51,350	\$ 49,600	\$ 46,850	\$ 41,900	\$ 41,100
Rice County	\$ 56,500	\$ 52,100	\$ 54,150	\$ 48,450	\$ 46,150
Rock County	\$ 54,300	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Roseau County	\$ 51,350	\$ 49,800	\$ 47,050	\$ 42,250	\$ 40,700
St. Louis County	\$ 53,350	\$ 50,600	\$ 47,800	\$ 42,750	\$ 43,050
Scott County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Sherburne County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Sibley County	\$ 54,850	\$ 50,400	\$ 47,600	\$ 43,400	\$ 41,900
Stearns County	\$ 54,800	\$ 52,400	\$ 49,500	\$ 44,250	\$ 45,500
Steele County	\$ 59,150	\$ 53,800	\$ 50,800	\$ 46,850	\$ 45,300
Stevens County	\$ 56,600	\$ 55,300	\$ 52,250	\$ 46,700	\$ 46,850
Swift County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Todd County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Traverse County	\$ 53,200	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Wabasha County	\$ 55,250	\$ 53,000	\$ 50,050	\$ 45,500	\$ 43,500
Wadena County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Waseca County	\$ 53,300	\$ 49,600	\$ 46,850	\$ 41,900	\$ 42,150
Washington County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Watonwan County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Wilkin County	\$ 52,400	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700
Winona County	\$ 55,000	\$ 51,800	\$ 48,950	\$ 43,800	\$ 43,400
Wright County	\$ 68,500	\$ 66,300	\$ 62,600	\$ 55,950	\$ 54,950
Yellow Medicine County	\$ 51,350	\$ 49,400	\$ 46,700	\$ 41,750	\$ 40,700

# DEBARRED OR SUSPENDED CONTRACT

## SAM.Gov

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All contracts must include the following language:

*“The Contractor shall not directly or indirectly use HOME funds to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the applicable federal provisions or Executive Order 12549, incorporated herein by reference.*

*To ensure compliance with these provisions, the Contractor is required to be registered on the System for Award Management (SAM) at SAM.gov and must provide documentation as proof of SAM registration.”*

# EQUAL EMPLOYMENT OPPORTUNITY Clause

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The following document (E.O. 11246 Equal Employment Opportunity Clause) found on the next page must be attached to every contract that is associated with this project along with the following statement:

*"The attached Equal Employment Opportunity Provisions are part of this contract."*

E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. During the performance of this 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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. 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 Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event 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 such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]