

**Request for Proposals**

**For**

**Key Fob Access System**

**For**

**Centennial House  
1630-40 W Plum St  
Aurora, IL 60506**



**The Aurora Housing Authority™**

**Request For Proposal Number, 26-01  
Date Issue Friday, March 23, 2026,  
Proposal Due By: Friday April 10, 2026  
4:00 PM LOCAL TIME.**

## **Request for Proposals for the Key Fob Access System**

This Request for Proposals (RFP) is being issued by the Aurora Housing Authority (AHA). The AHA is seeking qualified and experienced design, installation, and maintenance of a Key Fob Access System (hereinafter referred to as Respondent(s) to submit proposals for a key Fob Access System for Centennial House, 1630-40 W Plum St, Aurora, IL 60506.

The objective is to implement a secure, scalable and user-friendly system that will improve access controls while enhancing safety and operational efficiency.

It is the intent of this RFP to place the total responsibility for all aspects of the required work outlined herein on the selected Respondent(s).

### **Project Overview:**

Centennial House 1630-40 W Plum St seeks to install a Key Fob Access System in two buildings. The proposed work must include the ability to support up to 500 active residents and employees. Further, to ensure optimal security, the proposal must also include new turnkey hardware. The proposal should also list any additional software/hardware necessary to allow The AHA to produce, program and issue additional cards for new employees or to replace lost/damaged cards on-site once the initial locations are complete.

The purpose of this RFP is to provide The AHA with the materials, labor and software to deploy and manage a keycard access system for its facilities.

Vendor will assess building to determine all necessary requirements for each entrance; and recommend suitable keyless entry solutions for each, including hardware, software and will provide an overall cost estimate.

Vendor will develop and present to AHA, for approval, an approach to install system throughout. Vendor will configure access control software with user management, assignable permission levels, and "real-time" tracking.

Vendor will be responsible for the design and layout of all Access Control System components including hardware and software, necessary cabling, and installation of supporting networking equipment.

### **Scope of Work:**

- Install control panels at the Centennial House Office located on the second floor in 1630 W Plum St building.
- All six (6) doors locations listed on Appendix B
- Install readers at all entry points that are compatible with fobs.

- Install electric locks on doors to be controlled by the access control system.
- All new locksets need to be keyed to building master.
- Ensure all components have reliable power supplies and backup system to maintain functionality during outages.
- Install necessary wiring and cable for all hardware components.
- Cover any expose wiring and repair any damage to walls, ceilings, doors, or other surfaces incurred during installation.
- Deploy a centralized access control software platform with user-friendly interface for administration.
- Ensure secure data storage and management, including user credentials and access logs.
- Configure the Key Fob Access System according to the specific needs of each building, including user roles and access levels.
- Conduct thorough testing of all components and the Key Fob Access System as a whole to ensure proper functionality.
- Provide detailed documentation, including system manuals, user guides, and maintenance schedules.
- Use modular hardware and software components that can be added or upgraded without disrupting the existing system.
- Connect all existing locks six (6) and exit devices.
- Include at start of at least 500 proximity fobs.
- Provide information for a vendor(s) to order future replacements.
- Vendor to maintain Key Fob Access System with two-year warranty on all equipment and installation.
- Vendor will provide comprehensive training to designated AHA personnel on the system's operation, management, and maintenance.

Interested respondents with demonstrated experience in these areas and an interest in making their services available to the AHA are invited to respond to this RFP. A contract will be awarded to the most qualified respondent once all evaluations and negotiations are finalized.

**Pre-Proposal Submission Meeting**

To familiarize the interested parties with the general scope of RFP work, there will be a Pre-Meeting held at 9:00 AM on Wednesday, April 1, 2026, at the Centennial House, 1630 W Plum Street, Aurora, IL, 60506.

After the meeting is concluded, there will be a brief walk of the Centennial House buildings. To locate all door locations and be familiar with building structure.

All Respondents interested in submitting a proposal for this project should visit site to view the works outlined in the scope of work. If a Respondent submits a proposal without viewing the site, it will be at their own risk.

**Submitted Proposal Information**

All proposals must be accompanied **by a bank cashier's check, bank draft, certified check payable to the Aurora Housing Authority, or a bid bond in an amount not less than 5% of the amount of the base bid.**

**All Respondents must include a written statement that "the proposal is firm and will not be withdrawn for a period of sixty (60) days after the RFP's are due."**

The AHA reserves the right to accept or reject any or all proposals received and to waive any informality in the proposal process.

The AHA reserves the right to reject any proposal received if an investigation of the Respondent fails to satisfy the AHA that such Respondent is properly qualified to carry out the obligations of the contract.

**Term of Contract**

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of ninety (90) calendar days, unless another completion date is agreed upon. All contracts made by the Contractor with subcontractors shall be covered by the terms and conditions of the contract. The Contractor shall see to it that their subcontractors are fully informed in regard to these terms and conditions.

Each Respondent declares that the proposal is in all respects fair and without collusion or fraud, and that no member of the AHA board or officer of the AHA, or any person employed by the AHA, is directly or indirectly interested in the proposal, or in any portion of the profits that might result from the contract.

Once a Respondent is accepted and the final negotiated proposal is reached, a contract will be executed between the AHA and the Respondent. After that time, the Respondent will be referred to as the Contractor.

No charge will be allowed for taxes from which the AHA is exempt. The AHA is an Illinois State tax exempt agency and not liable for the Illinois Retailers' Occupational Tax or the Service Occupation Tax. All sales to the Contractor that will be used exclusively for the Key Fob Access System project are exempt from Illinois sales tax. Copies of said tax exemption certificates are available from the AHA upon request from the Contractor.

At the time of contract signing, The Respondent will be required to furnish a performance and payment bond in the full amount of the contract price as security for the faithful performance of the contract. The surety on the bond must be satisfactory to the AHA. The bond shall be so conditioned that the

surety will fully reimburse and repay to the AHA all costs, damages, and expenses which the AHA may incur in making good any default by the contractor.

It is understood that the selected Respondent is State licensed (as required) and certified as required in the Key Fob Access System installation and can provide the specified services. The Respondent shall be financially solvent and each of its members, if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

The AHA is seeking to encourage participation by respondents who are MBE/WBE or Section 3 business enterprises and has a goal for minimum MBE/WBE participation of at least 10% MBE, 10% WBE and 10% Section 3 participation. Significant points will be awarded to qualified companies.

Nothing in this RFP shall be construed to create any legal obligation on the part of the AHA or any respondents. The AHA reserves the rights, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the AHA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the AHA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the AHA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known. Proposals are to be firm and cannot be withdrawn for a period of sixty (60) calendar days after the proposal receipt date and time.

The contract award recipient during the performance of this contract will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment except where religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Respondents, by submitting a signed proposal, certify that all accompanying information in the proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Illinois or United States law.

The contract award recipient shall indemnify and hold harmless the AHA, its employees, Board members, representatives and its agents and other contractors from liability for any damage from injury to persons or property which may arise out of the work performed by the contractor, its subcontractors, employees, agents or assigns. Should any insurer fail or refuse to provide the AHA with the defense, then the Contractor, at its own expense, will provide the AHA with a defense.

If required, the professional firm, company, contractor(s) or individual(s) awarded the contract, must be licensed in the State of Illinois for this type of work. The firm awarded the contract must also be licensed in the City of Aurora.

**Proposal Submittal Time and Date**

**Interested firms must submit their proposals by Friday, April 10, 4:00 PM, local time.**

Proposers shall submit one envelope with one (1) Original and three (3) copies, and an electronic version of their bid package.

All proposals should be addressed to the AHA and include the annotation after the mailing address “Key Fob Access System, ATTN: Judy Maisonet.” Proposals must be submitted to the AHA main office located at 1449 Jericho Circle, Aurora, IL 60506. Proposals submitted after this time will be considered non-responsive and will not be accepted.

**Proposal Evaluation Process**

After the AHA RFP Evaluation Committee reviews and evaluates written proposals, Respondents may be requested to make an in person or virtual presentation to the Committee to further describe the submitted proposal and answer any pertinent questions. The AHA RFP Evaluation Committee will rank the proposals received and interviews (if any) based on the following criteria:

- |    |  |               |
|----|--|---------------|
| 1. | Successful previous experience of Respondent with this type of work (overall ability, technical competence and success based on references provided).    | 1 - 25 points |
| 2. | General approach, strategy and concept to complete the RFP scope of Key Fob Access System.<br>Technical specifications to complete all specified work.   | 1 - 20 points |
| 3. | Staff qualifications, current workload and capability to provide service in a timely manner (based on estimated completion time in proposal of 90 days). | 1 - 20 points |
| 4. | Total Lump Sum Proposal Cost.  | 1 - 25 points |
| 6. | MBE/WBE/Section 3/Affirmative Action Plan.   | 1 - 10 points |

**Maximum Total Points:**

**100 points\***

*\* Evaluators may rate each individual criteria category by the number of points they feel appropriate for those criteria.*

**Qualified, responsive Respondents must include with their proposal:**

1. Letter of interest.
2. Detailed general approach, strategy, concept narrative outlining Key Fob Access System installation.
3. Evidence of the firm's ability to perform outlined work in a timely manner.

4. Profile of the firm's staff, facilities and capabilities to perform work in the time provided 90 (ninety days);
5. Cost to perform and complete work.
6. MBE/WBE/Section 3/ Affirmative Action Plan statement.

Once Respondents have been evaluated and ranked, the AHA will use the contract negotiation process to obtain the most highly qualified professional Contractor at a fair and reasonable price that is most advantageous to the AHA based on evaluation criteria, qualifications, previous work history, price and other considerations detailed in the RFP. The AHA reserves the right to accept or reject any or all proposals received and to waive informalities in the proposal process.

The RFP is available electronically as a free download at <https://auroraha.com/public-documents/>

Any questions regarding the RFP should be directed to:

Carlos Guillen  
Director of Maintenance  
[carlosguillen@auroraha.org](mailto:carlosguillen@auroraha.org)

We look forward to receiving your proposals.

AURORA HOUSING AUTHORITY

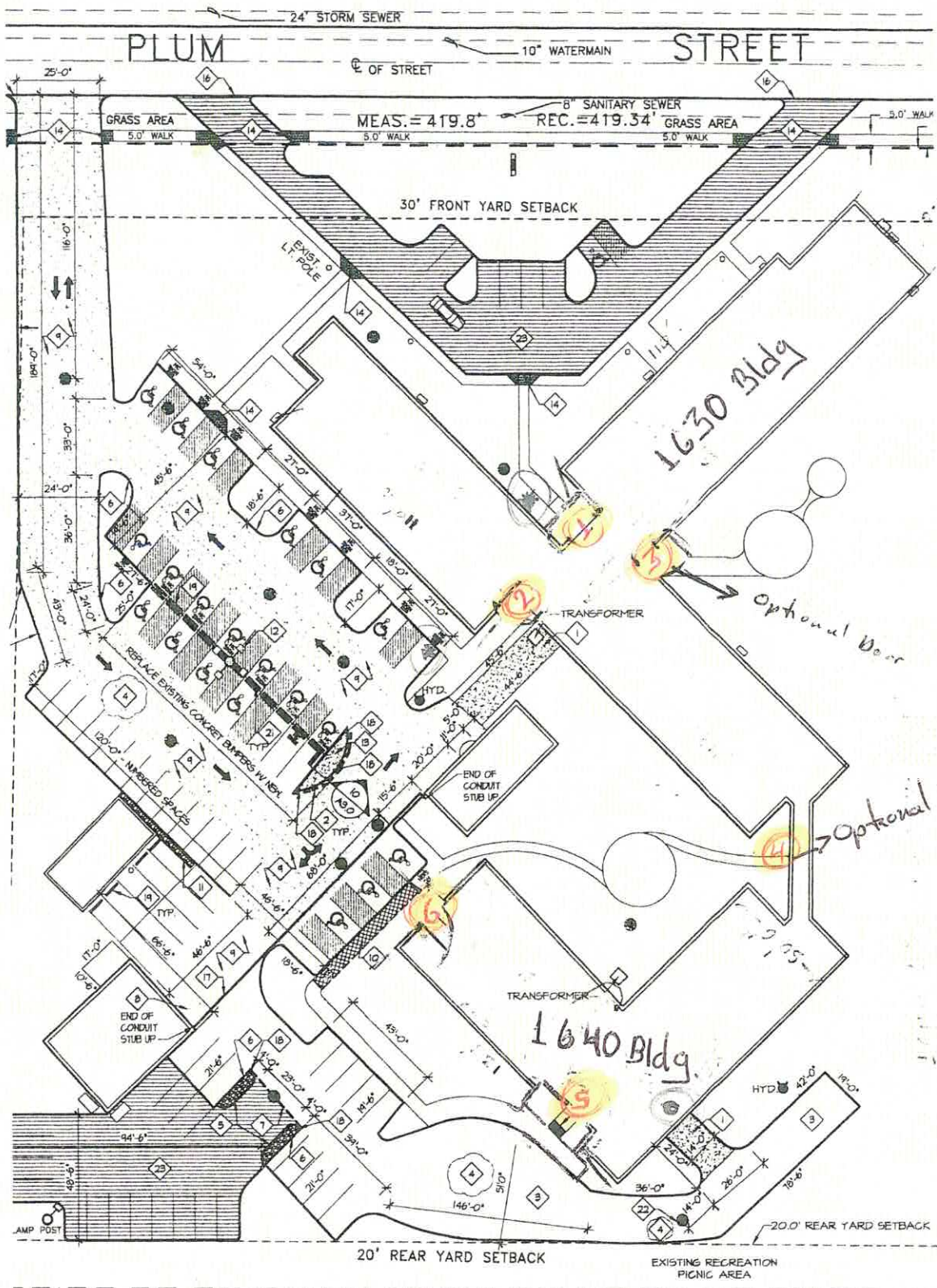
**Attachment A – Price Proposal Form**

Contractor’s price proposal must be complete and include all charges. Aurora Housing Authority will not pay for any charges not listed in their proposal.

<b>FOR SERVICES AS REQUIRE AND PROPOSED,     \$ _____</b>
Submitted by: _____
Print name and Tile: _____
Company Name: _____
Company Address: _____
Telephone: _____
<i>Federal Tax Identification Number</i>

Appendix B - List Door Inventory

Building ID	Building Name	Location
CH1630	Centennial House	1630 Front Entrance
CH1630	Centennial House	1630 Parking Lot Entrance
CH1630	Centennial House	1630 Back Patio Entrance
CHA1640	Centennial House Annex	Annex Hallway
CHA1640	Centennial House Annex	1640 Front Entrance
CHA1640	Centennial House Annex	1640 Parking Lot Entrance



**PARKING LOT SITE PLAN**

SCALE: 1" = 30'-0"



**BIDDER'S CERTIFICATION**

By signing below, Bidder certifies that the following statements are true and correct. He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspended, or otherwise prohibited from contracting with any Federal, State, or Local agency, Items for which Bidders were provided herein will be delivered as specified in the bid,

In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by AHA and subject to the terms and conditions of such acceptance, shall result in a contract between AHA and the undersigned Bidder,

He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid, Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of IL or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business, Bidder has not received compensation for participation in the preparation of the specifications for this RFP.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Seal (if Corporation)

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

### SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

NOTARIZATION: (Only sign in the presence of a Notary Public)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
before me appeared \_\_\_\_\_ acknowledging that he/she  
has read and understands the Section 3 requirements and numerical goals set forth.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expiration Notary Seal