

Throughout this certification document, a Subrecipient/Developer/Owner is referred to as the “Contractor”.

Section 1. 24 C.F.R. §135.38 - SECTION 3 REQUIREMENTS.

- A. The work to be performed under this Agreement 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 Agreement agree to comply with HUD's regulations in 24 C.F.R Part 135, which implement Section 3. As evidenced by their execution of the Agreement, the parties to this Agreement 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 will describe the Section 3 preference, 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 C.F.R 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 C.F.R 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 C.F.R 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 C.F.R Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

Section 2. Compliance with Federal and State Immigration Laws

- A. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. Contractor will ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.
- B. Under provisions of A.R.S. § 41.4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23.214(A) (“Contractor Immigration Warranty”).
- C. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- D. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
- E. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
- F. Neither the Contractor nor any of the Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

Section 3. Drug-Free Workplace Requirements. This certification set out below is a material representation upon which reliance is placed by HUD in awarding the grant. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Contractor certifies that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such convictions;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (F).

Section 4. Section 319 of Public Law 101-121. The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the, to Contractor any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Contractor shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 5. Minority and Women's Business Enterprise Policy (Region IX – San Francisco)

- A. Pursuant to the City's responsibilities under Executive Order 11625, 12432 and 12138 and in support of directives from the Secretary of HUD, Region IX has developed an affirmative action policy to further full participation of minority and women-owned business enterprise (MBE/WBE) in all federally funded programs, including: Community Development Block Grants. Such affirmative action and participation is specifically required under OMB Circular A-102, Attachment 0 referenced in the applicable regulations for the above programs.
- B. Contractor certifies that it will take affirmative steps to assure that small and minority businesses and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified small and minority businesses on solicitation lists, e.g., solicitation of bidding for construction, professional services or rehabilitation contracts.
 2. Assuring that small and minority businesses are solicited whenever they are potential sources, particularly for purchase of supplies and materials.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 4. Where the requirement permits, establishing delivery schedules that will encourage participation by small and minority business.
 5. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 4 above.
- C. Contractor shall take similar appropriate affirmative action in support of women's business enterprises.

**Section 6. Equal Employment and Affirmative Action Policy Statement;
Policy of Nondiscrimination**

- A. The Contractor agrees to consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, religion, sex, marital status, age or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.
- B. Every effort will be made by the Contractor to ensure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination.
- C. The Contractor undertakes a program of Affirmative Action, to which good faith efforts will be directed to continue to:
1. Determine the extent to which minorities and women are underutilized in major categories and identify and eliminate the specific causes of such underutilization.
 2. Identify and eliminate employment practices, which have an adverse impact on minorities, females and other protected classes, and replace them with job related practices.
 3. Develop special recruitment efforts to locate qualified minority and female candidates in order to help reduce underutilization.
 4. Develop special recruitment efforts to locate qualified disabled candidates.
 5. Establish monitoring systems which will assure effective operation of the affirmative action program, achievement of its goals and means for modification of the plan as needed.

D. The Contractor agrees, to have or adopt a Policy of Nondiscrimination. Such Policy shall state that the Contractor does not discriminate in the admission or access to, or treatment or employment in, its federally assisted programs or activities on the basis of race, color, religion, sex, national origin, age, handicap or familial status.

Section 7. Compliance with A.R.S. §§ 35-391.06 and 35-393.06 (Related to Prohibition on Government Contracts)

Contractor certifies it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. Sections 35-391 and 35-393. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish to the Neighborhood Services Department upon request. These certifications shall remain in effect throughout the term of this Agreement. Should the City find that Contractor is not in compliance with this provision, the City may pursue any remedies allowed by law, including, but not limited to suspension of all activities under this Agreement and termination of the Agreement by default. All costs necessary to verify compliance are the sole responsibility of Contractor.

Throughout this certification document, a Subrecipient/Developer/Owner is referred to as the “Contractor”.

By signing below, I acknowledge that I have read, understand, and agree to all of the provisions of the Contractor.

Signature: _____

Printed Name: _____

Date: _____