

SPECIAL NOTICE TO CONSULTANTS

This project is funded by the U.S. Department of Housing and Urban Development (HUD) through the Milwaukee County Community Development Block Grant (the County or CDBG) program. Firms bidding on this project are advised the awarded firm shall be required to:

1. Implement federal labor standards provisions for construction work and pay employees wages and fringe benefits at levels that meet or exceed a federal wage decision either included in this bid packet or found at: <http://www.wdol.gov/dba.aspx>.
2. Submit payrolls to Milwaukee County with each invoice or payment request. Current forms can be found at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_relations/olrform.
3. Use minority business enterprises (MBE) for at least 20%, and women business enterprises (WBE) for at least 5%, of the total contract amount, this may be satisfied through subcontracts and/or the purchase of services or supplies.
4. Comply with all regulations and procedures established by the U.S. Department of Housing and Urban Development and Milwaukee County for this project, and ensure all sub-contractors also comply.
5. Document compliance with Equal Employment Opportunity requirements.
6. Provide a Dunn and Bradstreet Number for prime and all sub-contractors or suppliers and evidence that the firm is not on the Federal list of debarred contractors found at: <https://www.sam.gov/portal/public/SAM/##11>.

Failure to meet these provisions may result in withholding of payment, cancellation of contract, or criminal prosecution.

Persons with questions about these requirements should contact (414) 278-2948.

#####

REQUIRED SUBCONTRACTING PROVISIONS

The Consultant shall include the following provisions in every subcontract or purchase order relating to the CDGB program, unless the Consultant receives the written consent of the County to the non-inclusion of any such provision. The entity entering into the subcontract with the Consultant shall be referred to below as the "Subcontractor" or the "Contractor", and the subcontract or other agreement between Consultant and Subcontractor (or Contractor) shall sometimes be referred to as the "Agreement."

1. Compliance with Laws and Procurement Standards. Any purchase of property or services under this Agreement must be consistent with the existing and future procurement standards set forth in 24 C.F.R. Part 84 and Part 570, as the same may be amended, supplanted or supplemented from time to time.

2. Conflict of Interest.
 - a. In accordance with the OMB conflict of interest provision set forth in Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Subpart C, Procurement Standards, Codes of Conduct), Subcontractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of Subcontractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, Subcontractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

 - b. This subsection incorporates the conflict of interest provisions of the CDBG regulations (24 CFR 570.611) for the acquisition and disposition of real property and the provision of assistance by Subcontractor to individuals, businesses, and other private entities under eligible activities.
 1. No persons who (a) is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies, or of Subcontractor that is receiving CDBG funds, and (b) exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with

regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

2. In order to carry out the purposes of this section, Subcontractor shall incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under this Agreement, a provision similar to that of this section. Subcontractor shall be responsible for obtaining compliance with such provisions by the parties with whom it contracts and, in the event of a breach, shall take prompt and diligent action to cause the breach to be remedied and compliance to be restored.
3. Upon written request of Subcontractor, HUD may grant an exception to the provisions of this Subsection (b) on a case-by case basis when Subcontractor has satisfactorily met the threshold requirements, which include: (i) a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) an opinion of the County attorney that the interest for which the exception is sought would not violate state or local law. In determining whether to grant a requested exception that has satisfactorily met the requirements, HUD shall conclude that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the Subcontractor's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (b) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

- (e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (1) of this Subsection (b);
- (f) Whether undue hardship will result either to Subcontractor or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (g) Any other relevant considerations.

3. Nondiscrimination.

- a. Subcontractor agrees to comply with the following laws and statutes relating to nondiscrimination: Titles VI and VII of the Civil Rights Act of 1964 (Pub. L. 88-352), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), Section 109 of the Housing and Community Development Act of 1974 (24 U.S.C. Section 5409), and Executive Order 11246, as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 C.F.R. Part 60) regarding equal employment opportunity.
 - 1. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment, to place in all solicitations or advertisements for employment, and to send to each labor union or representative of its employees, notices setting forth Subcontractor's nondiscriminatory practices as required hereunder.
 - 2. Subcontractor shall allow the County and HUD access to all of its books and records to ascertain compliance with this section. In the event of Subcontractor's noncompliance with the nondiscrimination provisions of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and Subcontractor may be declared ineligible for further government contracts.
 - 3. Subcontractor shall include these nondiscrimination provisions in every subcontract unless exempted by Executive Order 11246 so that this section will be binding on each subcontractor or vendor. Subcontractor shall take such action with respect to the subcontractor as the County and/or HUD may direct to enforce such provisions, including sanctions.
 - 4. Subcontractor certifies that it does not maintain nor provide for its employees any segregated facilities, and it does not permit its employees to perform services at any location where segregated facilities are maintained. As used herein, the term "segregated facilities" means any areas, which are segregated on the basis of race, creed, color or natural origin, because of habit, local custom or otherwise.

4. Labor Standards. Subcontractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. §§ 276, 327-333) and all other federal, state and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this Agreement.
5. HUD Section 3. If applicable under Title 24 of the Code of Federal Regulations (“C.F.R.”) Part 135, Subcontractor agrees as follows:
 - a. To comply with 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-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and moderate income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. To comply with HUD's regulations 24 C.F.R. Part 135 (the “Part 135 Regulations”), which implement Section 3. As evidenced by their execution of this Agreement, the parties hereto certify that they are under no contractual obligation and they have no other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. To send to each labor organization or representative of workers with which subcontractor has a collective bargaining agreement or other similar understanding, if any, a notice advising the labor organization of workers representative of subcontractor's commitments under Section 3, and will post copies of the notice in conspicuous places at all work sites 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, the availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - d. To include a Section 3 clause similar to this Section 5 in every subcontract subject to compliance with the Part 135 Regulations, and to take appropriate action upon finding that a subcontractor is in violation of the Part 135 Regulations. Subcontractor shall not subcontract with any subcontractor where Subcontractor has notice or knowledge that the subcontractor has been found in violation of the Part 135 Regulations.
 - e. To certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Part 135 Regulations.

- f. Subcontractor hereby acknowledges and agrees that noncompliance with the Part 135 Regulations may result in sanctions, termination of this Agreement (including termination of continued funding under this Agreement), and/or debarment or suspension from future HUD assisted contracts.
6. Additional Federal Requirements. Subcontractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (a) the Clean Air Act (42 U.S.C. Sections 7401 et seq.); (b) Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.); (c) Environmental Protection Agency regulations pursuant to 40 C.F.R. Part 50; (d) Flood Disaster Protection Act of 1973 (42 U.S.C. Section 4001); (e) HUD's lead based paint regulations at 24 C.F.R. 570.608; and (f) the National Historic Preservation Act of 1966 (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800 on the Historic Preservation Procedures for Protection of Historic Properties.
7. Compliance with Lobbying Provisions. In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with CDBG funds, Subcontractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 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, Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
 - d. Subcontractor will require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all

subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

8. Compliance with Other Laws. Without limiting the scope of any of the preceding sections, Subcontractor shall keep itself fully informed of the County's ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such ordinances, regulations, rules and laws.