

## Attachment A to Solicitation 12RADA19Q0003

### Offeror Representations and Certifications -- Commercial Items (Oct 2018)

**The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>.** If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.*

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. **[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]**

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns

maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end

product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:



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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

#### Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the

case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that

is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).





## RENTAL HOUSING APPLICATION

\_\_\_\_\_  
(Complex Name)

\_\_\_\_\_  
(Complex Address)



I hereby apply for a rental housing living unit in this housing complex, and for rental assistance, if I am eligible and if it is available. I certify that this will be my permanent residence and I will not maintain a separate subsidized rental unit in a different location.

### PRELIMINARY INFORMATION PERTAINING TO APPLICANT(S)

Applicant's Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ SSN# \_\_\_\_\_

Co-Applicant's Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ SSN# \_\_\_\_\_

Others Living in the Unit:

Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ SSN# \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ SSN# \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ SSN# \_\_\_\_\_

Present Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Approximate Annual Family Income: \$ \_\_\_\_\_

Source(s) of Income: \_\_\_\_\_ Approximate Net Assets: \$ \_\_\_\_\_

Are you a U. S. citizen? (Yes / No) Are you a student under the age of 24? (Yes / No) Are you a Veteran? (Yes / No)

Do you request consideration for an income adjustment based on a disability? (Yes / No)

Do you need special accommodations or modifications to the living unit based on a disability? (Yes / No)

SIGNED:

\_\_\_\_\_  
(Owner or Agent)

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Date Received)

\_\_\_\_\_  
(Co-Applicant)

The information regarding race, ethnicity, and sex designation solicited on this application is requested in order to assure the Federal Government, acting through the Rural Housing Service that the Federal laws prohibiting discrimination against tenant applications on the basis of race, color, national origin, religion, sex, familial status, age, and disability are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, the owner is required to note the race, ethnicity, and sex of individual applicants on the basis of visual observation or surname

### HEAD OF HOUSEHOLD

(check as appropriate)

Race

\_\_\_\_ American Indian / Alaskan Native

\_\_\_\_ Asian

\_\_\_\_ Black or African American

\_\_\_\_ Native Hawaiian or Other Pacific Islander

\_\_\_\_ White

\_\_\_\_ Other

Ethnicity

\_\_\_\_ Hispanic or Latino

\_\_\_\_ Not Hispanic or Latino

Marital Status

\_\_\_\_ Married

\_\_\_\_ Unmarried

Gender

\_\_\_\_ Male

\_\_\_\_ Female

(FOR MANAGEMENT USE ONLY)

Eligibility Determination:

Date: \_\_\_\_\_ (Attach copy of Notification Letter)

\_\_\_\_ Eligible Unit size(s): \_\_\_\_ 1 bdr. \_\_\_\_ 2 bdr. \_\_\_\_ 3 bdr. \_\_\_\_ 4 bdr. Date Purged from Waiting List: \_\_\_\_\_

Ineligible - Reason(s): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

This Institution is an Equal Opportunity Provider and Employer



## LEASE AGREEMENT



This Lease Agreement is a written contract between the owner and the tenant(s), assuring the tenant(s) quiet, peaceful enjoyment and exclusive possession of a specific dwelling unit and use of common facilities in return for payment of rent and reasonable protection of the property.

**IDENTIFICATION OF PREMISES.** This Lease Agreement is for the living unit identified as:

Unit Number \_\_\_\_\_

Complex Name \_\_\_\_\_

Complex Address \_\_\_\_\_

**PARTIES TO LEASE AGREEMENT.** The parties to this Agreement are identified as:

Owner \_\_\_\_\_

Management / Owner's Agent \_\_\_\_\_

Tenant \_\_\_\_\_

Co-Tenant \_\_\_\_\_

Others who will reside in the unit \_\_\_\_\_

**PERIOD COVERED.** This Lease Agreement is for the term of one year beginning \_\_\_\_\_, \_\_\_\_\_. It may be renewed at any time within its term by execution of a renewal clause which becomes a part of this lease. For this lease, or any renewal, to be effective it must be accompanied by a current, properly completed and signed, Form RD 3560-8 or HUD Form 50059, effective the same date as the lease or renewal.

**DISCRIMINATION.** This apartment complex has been financed by USDA Rural Development and is subject to the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act and the Age Discrimination Act of 1975. All discrimination complaints are to be directed to USDA Director, Office of Civil Rights, Washington, DC, 20250. Complaints of Fair Housing violations may be sent directly to the Secretary of Housing and Urban Development, Washington, DC 20410.

The owner / owner's agent are forbidden by law from making a judgment as to whether individuals with a handicap or disability are capable of independent living. By the execution of this lease, the tenant is assuming the risk and responsibility of living within and upon the complex premises, with no further accommodations for a handicap or disability requested.

**ELIGIBILITY AND RENTAL RATES.** Tenant eligibility and tenant's contribution will be based on the household's adjusted annual income as determined through income verifications, family asset determinations, current income limits and the provisions of Form RD 3560-8, Tenant Certification, a copy of which is attached to this lease. The household's adjusted annual income must be determined at least once every twelve months.

**ILLEGAL DRUGS AND DOMESTIC VIOLENCE.** It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by Local, State, or Federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereafter called a "drug violation") may be evidenced upon the admission to or conviction of a drug violation. It is further understood that domestic violence will not be tolerated on Rural Housing properties, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements.

The owner / owner's agent may require any tenant or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation or domestic violence to vacate the leased unit permanently, within timeframes set by the owner / owner's agent, and not thereafter enter upon the owner / owner's agent's premises or the tenant unit without the owner / owner's agent's prior consent as a condition for continued occupancy by members of the tenant household. The owner / owner's agent may deny consent for entry unless the person agrees to not commit a drug violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has completed a counseling or recovery program.

The owner / owner's agent may require any tenant to show evidence that any non-adult member of the tenant household occupying the unit who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or completed a counseling or recovery program within the timeframes specified by the owner / owner's agent, as a condition for continued occupancy in the unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the unit, the owner / owner's agent may require the person to be severed from the tenancy as a condition for continued occupancy by the tenant.

If a person vacating the unit, as a result of the above policies, is one of the tenants, the person shall be severed from the tenancy and the lease shall continue among any other remaining tenants and the owner / owner's agent. The owner / owner's agent may also, at the option of the owner / owner's agent, permit another adult member of the household to be a tenant.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of tenants afforded by law.

**The following statements by the tenant(s) are required in order to comply with Rural Development requirements:**

I understand that I will no longer be eligible for occupancy in this complex if my income exceeds the maximum allowable adjusted income as defined periodically by USDA Rural Development for the State.

I agree I must notify the owner / owner's agent when there is a change in my citizenship status, gross income or adjustment to income, or when there is a change in the number of persons living in the household. This notification must take place no later than 30 days after the change takes place. I understand my rent or benefits may be affected as a result of this information. I also understand that failure to report such changes may result in my losing benefits to which I may be entitled or may result in the owner / owner's agent taking corrective action if benefits were mistakenly received. I understand the corrective action the owner / owner's agent may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance or Section 8 assistance being received for the balance of my certification period, initiation of a notice to increase my monthly rent to \$\_\_\_\_\_ per month (note rate rent), or initiation of a notice of termination. I understand that one or more of these remedies may be initiated at the option of the owner / owner's agent and that Rural Development may also initiate action to ensure appropriate corrective action is taken.

I understand that I must promptly notify the owner / agent of any extended absences and that if I do not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, my net monthly tenant contribution shall be raised to \$\_\_\_\_\_ per month (note rate rent) for the period of my absence exceeding 60 consecutive days. I also understand that should any rental assistance be suspended or reassigned to other eligible tenants, I am not assured that it will still be available to me upon my return. I also understand that if my absence continues, that as owner / owner's agent, you may take the appropriate steps to terminate my tenancy.

I understand that should I receive occupancy benefits to which I am not entitled due to my/our failure to provide information or due to incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled.

I understand that income certification is a requirement of occupancy and I agree to promptly provide any certifications and income verifications required by the owner to permit determination of eligibility and, when applicable, the monthly tenant contribution to be charged.

I understand that my tenancy is subject to compliance with terms of all applicable assistance programs covering the unit and the project. I am aware that the submission of false information may result in the initiation of legal action by the Government.

Should any Federal subsidies paid to the owner on behalf of tenants be suspended or canceled, due to a monetary or non-monetary default by the owner, the monetary payment made by the tenant to the owner (or, when applicable, the monetary payment received by the tenant from the owner) shall not change over that which would have been required had the subsidy remained in place. The terms of the lease will remain in effect until the resolution of such action.

If this unit becomes overcrowded/ underutilized or should the tenant no longer meet the eligibility requirements of the complex during the term of the lease agreement, the tenant(s) will be required to vacate the unit at the end of the lease term unless eligibility can be established following specified steps, such as moving to an appropriate size unit, or an exception is granted by the owner / owner's agent.

This tenancy will continue to exist after the tenant household has personally ceased to occupy the unit, with the intent to vacate, until such time as the personal possessions have been removed, either voluntarily by the tenant, or by legal means according to state law.



In addition, the applicable clause below is to be completed by owner / owner's agent, initialed by the applicant and the remaining two "X-ed" out.

☐ 1. Plan I no interest credit or rental assistance.

I understand and agree that my gross monthly contribution as determined on the latest Form RD 3560-8, which must be attached to this lease, for occupancy charge and utilities will be \$\_\_\_\_\_.

If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of \$\_\_\_\_\_ will be deducted from my gross monthly rent except that I will pay not less than the basic rent nor more than the note rate rent stated below. My net monthly rent will be \$\_\_\_\_\_. I understand that should I receive rental subsidy benefits (interest credit) to which I am not entitled, I may be required to make restitution and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my monthly rent under this lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this lease. My rent will not, however, be less than \$\_\_\_\_\_ (basic rent) nor more than \$\_\_\_\_\_ (note rate rent) during the term of this contract, except that based on the escalation clause in this lease, these rental rates may be changed by a Rural Development approved rent change.

☐ 2. For use with Plan II Interest Credit only.

I understand and agree that my gross monthly contribution as determined on the latest Form RD 3560-8, which must be attached to this lease agreement, for occupancy charge and utilities will be \$\_\_\_\_\_.

If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of \$\_\_\_\_\_ will be deducted from my gross monthly rent except that I will pay not less than the basic rent nor more than the note rate rent stated below. My net monthly rent will be \$\_\_\_\_\_. I understand that should I receive rental subsidy benefits (interest credit) to which I am not entitled, I may be required to make restitution and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my monthly tenant rent under this lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this lease. My rent will not, however be less than \$\_\_\_\_\_ (basic rent) nor more than \$\_\_\_\_\_ (note rate rent) during the term of this lease agreement. These rental rates may be changed by a Rural Development approved rent change.

☐ 3. For use with Plan II interest credit and rental assistance.

I understand and agree that as long as I receive rental assistance, my gross monthly contribution (as determined on the latest Form RD 3560-8, which must be attached to this lease) for rent and allowance for utilities will be \$\_\_\_\_\_. If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of \$\_\_\_\_\_ will be deducted from my gross monthly contribution and my resulting net monthly contribution will be \$\_\_\_\_\_. If my net monthly contribution would be less than zero, the owner / agent will pay me.

I understand and agree that my monthly contribution under this lease may be raised or lowered, based on changes in household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household and on the escalation clause in this lease. Should I no longer receive rental assistance as a result of the changes, or the rental assistance agreement executed by the owner and Rural Development expires, I understand and agree that my monthly contribution may be adjusted to no less than \$\_\_\_\_\_ (basic rent) nor more than \$\_\_\_\_\_ (note rate) during the remaining term of this lease except that based on the escalation clause in this lease, these rental rates may be changed by a Rural Development approved rent change.

I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between the owner and USDA Rural Development remains in effect. However, should this assistance be terminated I may arrange to terminate this lease, giving proper notice as set forth elsewhere in this lease.

☐ PREPAYMENT NOTICE

The federal loan on this complex (was) (will be) (may be) prepaid on \_\_\_\_\_. As a condition of the Government's approval of a request to accept early payment on notes owed, the tenant household is protected, to the extent herein disclosed, against involuntary displacement (except for good cause) and against having the tenant household contribution level (rent) materially increased until \_\_\_\_\_ or until the tenant household decides to move depending on the restrictive use provision accepted by the owner. Specifically, the tenant household contribution level (rent) must be consistent with those necessary to maintain the complex for low- and moderate-income tenants. Those tenant households whose tenant household contribution level (rent) did not exceed 30 percent of their monthly adjusted income at the time the prepayment was accepted, may have their tenant household contribution level (rent) raised to the lesser of 30 percent of their monthly adjusted income or 1 percent of their gross monthly income per year. Those tenant households whose tenant household contribution level (rent) exceeded 30 percent of their monthly adjusted income at the time the prepayment was accepted, may have their tenant household contribution level (rent) raised to the lesser of the latest U.S. Consumer Price Index or 10 percent per year.

WAIVER FOR INELIGIBLE TENANT (tenants will initial as appropriate)

☐ Occupancy of Underutilized or Overcrowded unit

I/we acknowledge that I/we am/are occupying a unit that is overcrowded/ underutilized and that I/we will be required to vacate the unit at the end of the lease term unless eligibility can be established following specified steps, such as moving to an appropriate size unit, or an exception is granted by the owner / owner's agent.

☐ Occupancy of Handicapped Unit by Person(s) Not Handicapped / Disabled.

I/we acknowledge that I/we am/are occupying a designated handicapped accessible unit. I/we acknowledge that priority for such units is given to tenants needing special physical design features. I/we acknowledge that I/we am/are permitted to occupy the unit until owner / owner's agent issues a notice that a priority applicant is on the waiting list and that I/we must move to another suitable sized vacant unit in the property. Upon receiving this notice, I/we agree to move at my own/ shared/ as agreed/ complex expense within thirty (30) calendar days to the suitable sized vacant unit within the property, if one is available. If a suitably sized unit is not available in the project within 30 days, I/we may remain in the unit with accessible features until the first available unit in the project becomes available and then must move within 30 days. I/we further understand my rental rate will change, when appropriate, to the rental rate of the unit I move to and this lease will be modified accordingly.

PENALTY FOR LATE PAYMENTS. After a \_\_\_\_-day grace period following the date on which tenant contribution or other financial obligation of the tenant(s) is/are due, if no acceptable reason is provided, an additional charge will be assessed of \$10.00 or an amount up to 5 percent of the tenant's gross tenant contribution (GTC) (found at line 30 of Form RD 3560-8), whichever is higher, payable with the payment due.

OBLIGATIONS OF TENANT. The tenant(s) agree(s):

1. To pay the tenant contribution in the manner directed by the owner / owner's agent on or before the first day of the month without requiring a statement to pay when billed.
2. Utilities (are) (are not) included in the net tenant contribution. When the utilities are the responsibility of the tenants the tenant must pay all utility charges when due or to arrange for payment of such charges in such a manner as to not affect the delivery of utility services to the premises.
3. Not to assign this lease; nor to sublet or transfer possession of the premises, nor to give accommodation to boarders, lodgers or others; nor to use or permit the use of the dwelling for any other purpose than a private dwelling solely for the tenant, Co-tenant and others as shown in this lease.

The tenant is permitted to have guest(s) visit the household, however, the owner / owner's agent reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14 days and/or nights in a 45-day period without prior notification of the owner / owner's agent. Should the tenant or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the complex, then the owner / owner's agent may enforce any lease covenants shown to be broken and/or require re-certification. GUESTS MAY NOT INCLUDE BARRED PERSONS OR PREVIOUS TENANTS WHOSE LEASE WAS TERMINATED BY THE OWNER / OWNER'S AGENT.

4. To quit and surrender the premises at the termination of this lease in good order and repair, reasonable wear and tear excepted and to pay for any property damage.
5. To follow all rules and regulations and other conditions of occupancy as posted and/or attached to this lease and as amended from time to time by the owner / owner's agent and approved by Rural Development. Guests of tenants are also expected to behave in a manner which is not disruptive to the complex or other tenants.
6. To keep the premises in a clean and sanitary condition, to maintain the yard, walks, porches, halls and other common areas used by the tenant(s) in a neat and orderly manner as prescribed by the owner / owner's agent, not to make any repairs or alterations without the written consent of the owner / owner's agent, not to display any signs whatsoever, not to use tacks, nails, screws or other fasteners in any part of the premises except in a manner prescribed by the owner / owner's agent, not to place any decals on walls, cabinets, ranges, plumbing fixtures, or equipment owned by the owner / owner's agent, and to notify the owner / owner's agent promptly of the need for any repairs to the premises.
7. To dispose of garbage, rubbish and all waste materials in a proper manner as prescribed by the owner / owner's agent.
8. To permit the owner / owner's agent or its representatives to enter the premises, during all reasonable hours, to examine the same, or to make such repairs, additions to, or alterations as may be deemed necessary, or to show the premises for releasing; and to permit the owner / owner's agent or its representative to enter the premises at any time for the purpose of determining whether said premises are being used in violation



of any of the terms of the Agreement. Where possible, the tenants will be provided with at least 24 hour notice of the entry, however in any case where entry is made without a member of the tenant's household being present, written notice of the entry will be left in the unit.

9. Not to keep, feed, or allow any animal pets on the leased premises, unless authorized by the owner / owner's agent in accordance with the terms of a separate agreement attached to this lease, not to store any household goods or other property outside the dwelling; not to keep gasoline, naphtha, solvents and any other flammables in the dwelling unit; not to clean or hang any clothes, rugs etc. from windows; not to install outside antennas without prior approval of the owner / owner's agent; not to permit any unreasonably loud noises which would cause annoyance or discomfort to other residents; not to cause suffer or permit damage to the premises; not to keep any non-operating car or other vehicles on the premises; and not to park cars or other vehicles other than in designated parking areas.

OBLIGATIONS OF MANAGEMENT. The management, as the owner / owner's agent, agrees:

1. To maintain the buildings and any unassigned community areas in a decent, safe and sanitary condition in accordance with Rural Development regulations and any applicable local housing codes or ordinances. Failure of the owner / owner's agent to do so should be brought to the attention of the owner and/or Rural Development.
2. To furnish without additional charge, in addition to utility services for water, sewer, electric, gas, and garbage pick-up, range, refrigerator, window shades, curtain rods, \_\_\_\_\_  
(Add or delete as appropriate).
3. To provide the tenant(s) with a written statement of the condition of the dwelling unit both when the unit is initially occupied and-when vacated, based on a joint inspection made by the owner / owner's agent and tenant(s).
4. To accept tenant contributions without regard to any other charges owed by the tenant(s) to the owner / owner's agent and to seek a separate legal remedy for the collection of any other charges which may be owed to owner / owner's agent by the tenant(s).
5. Not to seize and hold property of the tenant(s) for rent or other financial obligations of the tenant(s) except in cases of abandonment when tenant(s) property will be disposed of in accordance with State law.

NOTIFICATION. Any notice required by law or otherwise will be sufficient if delivered to the tenant(s) personally or sent by mail to the premises or affixed to the door of the premises. Notice to the owner / owner's agent must be in writing and delivered to the owner / owner's agent office.

TERMINATION BY TENANT. The tenant(s) may terminate this lease at any time by giving owner / owner's agent at least 30 days prior notice in writing, in accordance with owner / owner's agent's written policy. If the tenant intends to vacate the unit at the end of this lease agreement, the notice is still required to avoid additional rent charges.

Said notice shall state a definite moving date. Failure to give such notice shall result in a tenant contribution charge to the tenant(s) not to exceed \_\_\_\_\_ days prorated tenant contribution charge from the day the vacancy becomes known to the owner / owner's agent. At the time notice of intention to vacate is given, the tenant(s) shall pay tenant(s) monthly contribution to the moving date. Any unearned tenant contribution paid by the tenant and held by the owner / owner's agent on the date of termination shall be refunded to the tenant after inspection of the premises and all charges for property damage, excess utilities or other amounts due the owner / owner's agent are satisfied.

TERMINATION BY OWNER / OWNER'S AGENT. The owner or complex manager may terminate or refuse to renew any occupancy only for material noncompliance with the lease or other good cause such as:

- a. Non-eligibility for tenancy.
- b. Action or conduct of the tenant(s) which disrupts the livability of the complex by being a direct threat to the health or safety of any person, or the right of any tenant to the quiet enjoyment of the premises and related complex facilities, or that results in substantial physical damage causing an adverse financial effect on the complex, or the property of others, EXCEPT when such threat can be removed by applying a reasonable accommodation.
- c. Expiration of the lease agreement period is not sufficient grounds for eviction of a tenant.

Material noncompliance with this lease includes:

- a. One or more substantial violations of the lease, occupancy rules; or
- b. Nonpayment or repeated late payment of rent or any other financial obligation due under the lease agreement including any portion thereof beyond any grace period constitutes a substantial violation; or

- c. Admission to or conviction for use, attempted use, possession, manufacture, selling, or distribution of an illegal controlled substance that:
  - (1) is conducted in or on the premises by the tenant, a member of the household, or someone under the tenant's control.
  - (2) is allowed to happen by a household member or guest because, the tenant has not taken reasonable steps to prevent or control such illegal activity; or the tenant has not taken steps to remove the household member or guest who is conducting the illegal activity.
  - (3) it is not the intent that this provision of material lease violation apply to innocent members of the tenant's household who are not engaged in the illegal activity, nor are responsible for control of another household member or guest. It is the intent that such innocent persons can remain in the dwelling unit if an otherwise eligible household remains or can be formed.
- d. Repeated minor violations of the lease which disrupt the livability and harmony of the complex by adversely affecting the health or safety of any person, or the right of any tenant to the quiet enjoyment of the leased premises and the related complex, or that have an adverse financial effect on the complex.

Other good cause includes:

- a. Repeated minor violations of the lease which disrupt the livability and harmony of the complex by adversely affecting the health or safety of any person, or the right of any tenant to the quiet enjoyment of the leased premises and the related complex, or that have an adverse financial effect on the complex.
- b. The owner / owner's agent or manager must base their decision on current objective data, not on the supposition that the tenant may or could pose a harm or threat to other persons or property.
- c. Conduct cannot be considered as other good cause unless the owner / owner's agent or complex manager has given the tenant prior notice that the conduct will constitute a basis for termination of occupancy.

In order to enforce forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day, or at any time on any subsequent day, shall be sufficient.

The failure or omission of the owner / owner's agent to terminate this lease for any cause shall not destroy the right of the owner / owner's agent to do so later for similar or other causes.

DISCLAIMER. Neither the owner / owner's agent nor any of its representatives or employees shall be liable for damage or loss from theft or from any other cause whatsoever to the property of the tenant(s), and members of the tenant(s) family, or any of the tenant's visitors or guests.

Any party to this lease retains full right to any other means of redress available to him/her.

SECURITY DEPOSIT. The tenant(s) hereby deposit a sum of \$ \_\_\_\_\_ with the owner / owner's agent, receipt of which is hereby acknowledged. The security deposit will not be used for payment of rents or other charges during the life of this lease. Such sum of \$ \_\_\_\_\_, with interest, if required by law, will be refunded to the tenant(s) upon surrender of his/her dwelling and a satisfactory final inspection provided he/she has paid all amounts due to the owner / owner's agent including charges for property damage. If any sums are charged against the security deposit, the owner / owner's agent will provide the tenant(s) with an itemized accounting of those charges within the time period required by law.

CHANGES IN RENTAL RATES. If the change in tenant contribution is due to a change in income received by household members or the number or age of household members, or adjustments to income, the change will be effective with the next payment following the completion of the revised tenant certification.

If the change in tenant contribution is due to a change in basic and market rents for the entire complex, the new tenant contribution will be effective upon a minimum of thirty (30) days written notice to the tenant(s) and approval of the new rates by Rural Development.

ABSENCE FROM UNIT. The tenant(s) agree(s) to occupy the unit as a permanent residence for the duration of this lease, and that no separate subsidized rental unit will be maintained in a different location.

Absences of more than one (1) week must be reported to the owner / owner's agent for security reasons. In cases of abandonment, personal property will be disposed of in accordance with State law.

DISPUTES. The tenant(s) and owner / owner's agent hereby agree that any tenant grievance or appeal from owner / owner's agent's decision shall be resolved in accordance with procedures consistent with Rural Development regulations covering such procedures, a copy of which is attached to this lease.

**LEGAL COSTS / ATTORNEY FEES.** In the event it becomes necessary to initiate legal action under this lease, if the court finds in favor of the owner, the tenant(s) agree(s) to pay all reasonable court costs and legal fees in connection with that action. The tenant(s) shall pay all reasonable attorney's fees and expenses of owner / owner's agent incurred in enforcing any of the obligations of the tenant(s) or his assigns under this Lease, or in any litigation or negotiation in which the owner / owner's agent shall, without their fault, become involved through or on account of this Lease. All payments to be made by the tenant(s) hereunder shall be made without relief from valuation or appraisal laws of this or any other state.

**SMOKE DETECTORS.** Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed smoke detector is a Class A misdemeanor under Illinois law. The tenant shall be responsible for the replacement of any required batteries in the smoke detectors in the tenant's dwelling unit. A smoke detector which does not operate after new batteries have been installed should be reported to the owner / owner's agent.

**INSURANCE.** The owner will not carry any insurance on property owned by the tenant(s). It is strongly recommended that the tenant(s) obtain an adequate renter's insurance policy. Regardless of any other provision of this lease and regardless of any policy(s) of insurance insuring the owner for any loss, in the event of any loss or damage to the owner's property, including but not limited to fire loss, caused by the intentional or negligent acts of the tenant or the tenant's family or guests it is the express intent of the parties to this lease that the tenant shall remain fully liable for any such loss or damage.

**DISASTER.** In the event this unit becomes untenable due to fire or other disaster, this lease will be considered canceled effective with the date of the disaster.

**ASSIGNMENT OF LEASE.** In the event of a change in ownership and/or owner / owner's agent of this property, this lease may be assigned to the new ownership and/or owner / owner's agent.

**CHANGES IN LEASE.** This lease, together with attachments and any future amendments, approved by Rural Development, evidences the entire agreement between the owner / owner's agent and the tenant(s) and no changes shall be made except in writing. Also, this lease together with attachments and future amendments, will be completed and executed in duplicate, one copy to be retained by the owner / owner's agent and one copy to be provided the tenant(s).

**THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Complex)

\_\_\_\_\_  
Tenant

BY: \_\_\_\_\_

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Management Company

\_\_\_\_\_  
Address & Ph. number

Attachment(s) (Check as appropriate)

- ☐ Form 3560-8, Tenant Certification or HUD Form 50059 (required)
- ☐ 7 CFR 3560.160, Tenant Grievance and Appeals Procedure (required)
- ☐ Lead Warning Statement and pamphlet (required on pre-78 family complexes)
- ☐ Rules and Regulations
- ☐ Tenant's Permission to Obtain Utility Use Records
- ☐ Move In/Move Out Inspection Checklist





## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners and/or managing agents must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### Owner / Agent's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

☐ Owner / Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the owner / agent (check one below):

☐ Owner / Agent has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

☐ Owner / Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Tenant's Acknowledgment (initial)

\_\_\_\_\_ (c) Tenant has received copies of all information listed above.

\_\_\_\_\_ (d) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

### Owner / Owner Agent's Acknowledgment (initial)

\_\_\_\_\_ (e) Agent has informed the tenant of the tenant's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner / owner's agent

\_\_\_\_\_  
Date



*Round all monetary figures up to the nearest dollar at .50 and above.*

- Black or African American			Status
- Native Hawaiian or Pacific Islander			
- White			
Choices for Ethnicity are:			
a - Hispanic/Latino			
b - Non-Hispanic Latino			

<p>18. Income</p> <p>a. Wages, Salaries, etc. \$ <input style="width: 150px;" type="text"/></p> <p>b. Soc. Sec., Pensions, etc. \$ <input style="width: 150px;" type="text"/></p> <p>c. Assistance \$ <input style="width: 150px;" type="text"/></p> <p>d. Income Contributed by Assets <i>(Greater of Line 16 or Line 17)</i> \$ <input style="width: 150px;" type="text"/></p> <p>e. Other \$ <input style="width: 150px;" type="text"/></p> <p>f. Annual Income \$ <input style="width: 150px;" type="text"/></p> <p>g. Household Has Exempt Income <input style="width: 30px;" type="checkbox"/></p>	<p>19. Adjustments to Income</p> <p>a. \$480 x total of Line 13 \$ <input style="width: 150px;" type="text"/></p> <p>b. \$400 if <i>elderly status</i> \$ <input style="width: 150px;" type="text"/></p> <p>c. Medical exceeding 3% of Line 18f. <i>(if elderly, handicapped or disabled)</i> \$ <input style="width: 150px;" type="text"/></p> <p>d. Child Care \$ <input style="width: 150px;" type="text"/></p> <p>e. Total Adjustments \$ <input style="width: 150px;" type="text"/></p> <p>20. Adjusted Annual Income <i>(Line 18f. minus Line, 19.e.)</i> \$ <input style="width: 150px;" type="text"/></p>
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## **PART VI- CERTIFICATION BY TENANT**

a. Date:	MM DD YY	b. Tenant Signature
c. Date:	MM DD YY	d. Co-Tenant Signature

**PART VII - PRELIMINARY CALCULATIONS**

25. Adjusted Monthly Income ( <i>Line 20 ÷ 12</i> )	a. \$	<input type="text"/>	x .30	= b. \$	<input type="text"/>
26. Monthly Income ( <i>Line 18.f. ÷ 12</i> )	a. \$	<input type="text"/>	x .10	= b. \$	<input type="text"/>
27. Designated Monthly Welfare Shelter Payment				\$	<input type="text"/>
28. Highest of Line 25.b., Line 26.b., or Line 27,					<input type="text"/>
29. Gross Basic Rent					
a. Basic Rent	\$	<input type="text"/>			
b. Utility Allowance	\$	<input type="text"/>			
c. ( <i>Line 29.a. + Line 29.b.</i> )	\$	<input type="text"/>			
30. Gross Note Rate Rent					
a. Note Rate Rent	\$	<input type="text"/>			
b. Utility Allowance	\$	<input type="text"/>			
c. ( <i>Line 30.a. + Line 30.b.</i> )	\$	<input type="text"/>			

**PART VII DETERMINING GROSS TENANT CONTRIBUTION (GTC)**

Decision: (check- one)

- ☐ A. If tenant receives rental assistance (*RA*) enter Line 28 on Line 31 below. If Line 28 exceeds Line 29. c. , go to Decision B since this Tenant will not receive RA..
- ☐ B. If tenant does *not receive RA* and this project receives Plan II Interest Credit, enter the greater of Line 28 or Line 29. c. , (but not to exceed Line 30.c.) on Line 31 below.
- ☐ C. If tenant does *not receive RA* and this project is a Plan 1 , Full Profit or Labor Housing project complete Lines C.1. thru C.3. and enter Line C.3. on Line 31.

1. Enter Line 30.c.	\$	<input type="text"/>
2. Add Plan I Surcharge (if any)	\$	<input type="text"/>
3. Total (enter on Line 31)	\$	<input type="text"/>

**PART IX-DETERMINING NET TENANT CONTRIBUTION (NTC)**

31. GTC (From PART VIII)	\$	<input type="text"/>
32. Utility Allowance (Line 29.b. or Line 30.b.)	\$	<input type="text"/>
33. Final NTC (Line 31 minus Line 32)	\$	<input type="text"/>

(Amount Tenant pays Borrower for rent. If Line 33 is negative, Borrower pays the difference to Tenant for utilities.)

**PART X - CERTIFICATION BY BORROWER**

I certify that the information on this form has been verified as required by federal law and the tenant household

☐ is eligible to live in the unit, or ☐ has been granted ineligible occupancy by RHS.

a. Date Signed

b. Signature of Borrower or Borrower's Representative

**7 CFR 3560.160 TENANT GRIEVANCES****(a) General.**

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the tenants of a housing project.
- (2) Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager.

**(b) Applicability.**

- (1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.
- (2) This section does not apply to the following situations:
  - (i) Rent changes authorized by the Agency in accordance with the requirements of Sec. 3560.203(a);
  - (ii) Complaints involving discrimination which must be handled in accordance with Sec. 3560.2(b) and paragraph (a)(2) of this section;
  - (iii) Housing projects where an association of all tenants has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
  - (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
  - (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
  - (vi) Disputes between tenants not involving the borrower; and
  - (vii) Displacement or other adverse actions against tenant as a result of loan prepayment handled according to subpart N of this part.

**(c) Borrower responsibilities.** Borrowers must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the tenant grievance procedure at the housing project's management office for inspection by the tenants and the Agency upon request. Each tenant must receive an Agency summary of tenant's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non-English speaking individuals, the borrower must provide grievance procedures in both English and the non-English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

**(d) Reasons for grievance.** Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or

## 7 CFR 3560.160 TENANT GRIEVANCES

Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with Sec. 3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4) Occupancy rule changes;
- (5) Rent changes not authorized by the Agency according to Sec. 3560.205; or
- (6) Denial of approval for occupancy.

**(e) Notice of adverse action.** In the case of a proposed action that may have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the tenant or prospective tenant in writing. In the case of a Borrower's proposed adverse action including denial of admission to occupancy, the Borrower shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested, or a hand-delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of "the right to respond to the notice within ten calendar days after date of the notice" and of "the right to a hearing in accordance with Sec. 3560.160(f), which is available upon request." The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

**(f) Grievances and responses to notice of adverse action.** The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance or a response to an adverse action.

- (1) The tenant or prospective tenant must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and tenants or prospective tenants to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the tenant or prospective tenant's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the tenant or prospective tenant and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/tenant's position; and the result of the meeting. The tenant also may submit a summary of the problem to the Agency.

**(g) Hearing process.** The following procedures apply to a hearing process.

- (1) Request for hearing. If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.
- (2) Selection of hearing officer or hearing panel. In order to properly evaluate grievances and appeals, the borrower and tenant must select a hearing officer or hearing panel. If the

## 7 CFR 3560.160 TENANT GRIEVANCES

borrower and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency may not appoint a hearing officer who was earlier considered by either the borrower or the tenant, in the interest of ensuring the integrity of the process.

- (3) Standing hearing panel. In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a borrower may ask the Agency to approve a standing hearing panel for the housing project.
- (4) Examination of records. The borrower must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.
- (5) Scheduling of hearing. If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.
- (6) Escrow deposits. If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.
  - (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
  - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
  - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
  - (iv) Receipts of escrow account deposits must be available for examination by the borrower.
- (7) Failure to request a hearing. If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.
- (h) **Requirements governing the hearing.** The following requirements will govern the hearing process.
  - (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
  - (2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the tenants or prospective tenants, which must protect:
    - (i) The right of both parties to be represented by counsel or another person chosen as their representative;

## 7 CFR 3560.160 TENANT GRIEVANCES

- (ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;
  - (iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and
  - (iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.
- (3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
- (4) The hearing officer or hearing panel must require that the borrower, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.
- (i) **Decision.** Hearing decisions must be issued in accordance with the following requirements.
- (1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.
- (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.
- (3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, borrower, and the Agency.
- (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.
- (5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and tenant must take the necessary action, or refrain from any actions, specified in the decision.



## NOTICE OF PAYMENT DUE REPORT

1. BORROWER NAME		2. CASE NUMBER		3. PROJECT NO.
4. AUDIT RECEIVABLES	5. LATE FEES	6. COST ITEMS	7. OVG/SURG	8. LOAN PAYMENT
9. PAST DUE	10. UNITS ON RA	11. TOTAL RA	12. RA CHECK	13. TOTAL PAYMENT

ONLY FOR SECTION 8 PROJECTS WHERE HUD RENT EXCEEDS THE RHS NOTE RATE RENT

14. No. of Section 8 units \_\_\_\_\_ x 15. HUD Rent \_\_\_\_\_ = 16. \_\_\_\_\_  
17. No. of Section 8 units \_\_\_\_\_ x 18. RHS Note Rate Rent \_\_\_\_\_ = 19. \_\_\_\_\_  
ADDITIONAL PAYMENT TO THE RESERVE ACCOUNT 20. \_\_\_\_\_

In accordance with Rural Housing Service's (R.HS) formula and procedures, all rental units are occupied by households who have executed Form RD 3560-8 "Tenant Certification," and for labor housing projects, farmworkers, or for rental housing projects, have incomes within the limits set in Agency regulations or the project has written permission from RHS to rent to ineligible occupants on a temporary basis.

I certify that the statements made above and per attached Multi-Family Information System Notice of Payment Due Report are true to the best of my knowledge and belief and are made in good faith.

**\*WARNING: Section 1001 of title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."**

21. \_\_\_\_\_  
(Date)

22. \_\_\_\_\_  
(Borrower or Borrower 's Representative)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*



## PART II

[illegible]

Position 3  
**MULTIPLE FAMILY HOUSING PROJECT BUDGET/  
UTILITY ALLOWANCE**

PROJECT NAME		BORROWER NAME		BORROWER ID AND PROJECT NO.	
Loan/Transfer Amount \$		Note Rate Payment \$		IC Payment \$	
Reporting Period <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Budget Type <input type="checkbox"/> Initial <input type="checkbox"/> Regular Report <input type="checkbox"/> Rent Change <input type="checkbox"/> SMR <input type="checkbox"/> Other Servicing	Project Rental Type <input type="checkbox"/> Family <input type="checkbox"/> Elderly <input type="checkbox"/> Congregate <input type="checkbox"/> Group Home <input type="checkbox"/> Mixed <input type="checkbox"/> LH	Profit Type <input type="checkbox"/> Full Profit <input type="checkbox"/> Limited Profit <input type="checkbox"/> Non-Profit	The following utilities are master metered: <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash <input type="checkbox"/> Other _____	<input type="checkbox"/> I hereby request _____ units of RA. Current number of RA units _____. Borrower Accounting Method <input type="checkbox"/> Cash <input type="checkbox"/> Accrual

**PART I-CASH FLOW STATEMENT**

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
BEGINNING DATES> ENDING DATES>				
<b>OPERATIONAL CASH SOURCES</b>				
1. RENTAL INCOME .....				
2. RHS RENTAL ASSISTANCE RECEIVED .....				
3. APPLICATION FEES RECEIVED .....				
4. LAUNDRY AND VENDING .....				
5. INTEREST INCOME .....				
6. TENANT CHARGES .....				
7. OTHER -PROJECT SOURCES .....				
8. LESS (Vacancy and Contingency Allowance) .....	( )		( )	
9. LESS (Agency Approved Incentive Allowance) .....	( )		( )	
10. SUB-TOTAL [(1 thru 7) - (8 & 9)] .....				
<b>NON-OPERATIONAL CASH SOURCES</b>				
11. CASH-NON PROJECT .....				
12. AUTHORIZED LOAN (Non-RHS) .....				
13. TRANSFER FROM RESERVE .....				
14. SUB-TOTAL (11 thru 13) .....				
15. TOTAL CASH SOURCES (10+14) .....				
<b>OPERATIONAL CASH USES</b>				
16. TOTAL O&M EXPENSES (From Part II) .....				
17. RHS DEBT PAYMENT .....				
18. RHS PAYMENT (Overage) .....				
19. RHS PAYMENT (Late Fee) .....				
20. REDUCTION IN PRIOR YEAR PAYABLES .....				
21. TENANT UTILITY PAYMENTS .....				
22. TRANSFER TO RESERVE .....				
23. RETURN TO OWNER/NP ASSET MANAGEMENT FEE ....				
24. SUB-TOTAL (16 thru 23) .....				
<b>NON-OPERATIONAL CASH USES</b>				
25. AUTHORIZED DEBT PAYMENT (Non-RHS) .....				
26. ANNUAL CAPITAL BUDGET (From Part III, Lines 4-6) .....				
27. MISCELLANEOUS .....				
28. SUB-TOTAL (25 thru 27) .....				
29. TOTAL CASH USES (24+28) .....				
30. NET CASH (DEFICIT) (15- 29) .....				
<b>CASH BALANCE</b>				
31. BEGINNING CASH BALANCE .....				
32. ACCRUAL TO CASH ADJUSTMENT .....				
33. ENDING CASH BALANCE (30+31+32) .....				

## PART II-OPERATING AND MAINTENANCE EXPENSE SCHEDULE

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
1. MAINTENANCE AND REPAIRS PAYROLL .....				
2. MAINTENANCE AND REPAIRS SUPPLY .....				
3. MAINTENANCE AND REPAIRS CONTRACT .....				
4. PAINTING .....				
5. SNOW REMOVAL .....				
6. ELEVATOR MAINTENANCE/CONTRACT .....				
7. GROUNDS .....				
8. SERVICES .....				
9. ANNUAL CAPITAL BUDGET (From Part V- Operating) .....				
10. OTHER OPERATING EXPENSES (Itemize) .....				
11. SUB-TOTAL MAINT. & OPERATING (1 thru 10) .....				
12. ELECTRICITY	<div style="display: inline-block; vertical-align: middle; border-left: 1px solid black; padding-left: 5px;"> <i>If master metered</i>  <i>check box</i> on  <i>front.</i> </div>			
13. WATER				
14. SEWER				
15. FUEL (Oil/Coal/Gas) .....				
16. GARBAGE & TRASH REMOVAL .....				
17. OTHER UTILITIES .....				
18. SUB-TOTAL UTILITIES (12 Thru 17) .....				
19. SITE MANAGEMENT PAYROLL .....				
20. MANAGEMENT FEE .....				
21. PROJECT AUDITING EXPENSE .....				
22. PROJECT BOOKKEEPING/ACCOUNTING .....				
23. LEGAL EXPENSES .....				
24. ADVERTISING .....				
25. TELEPHONE & ANSWERING SERVICE .....				
26. OFFICE SUPPLIES .....				
27. OFFICE FURNITURE & EQUIPMENT .....				
28. TRAINING EXPENSE .....				
29. HEALTH INS. & OTHER EMP. BENEFITS .....				
30. PAYROLL TAXES .....				
31. WORKMAN'S COMPENSATION .....				
32. OTHER ADMINISTRATIVE EXPENSES (Itemize) .....				
33. SUB-TOTAL ADMINISTRATIVE (19 thru 32) .....				
34. REAL ESTATE TAXES .....				
35. SPECIAL ASSESSMENTS .....				
36. OTHER TAXES, LICENSES& PERMITS .....				
37. PROPERTY& LIABILITY INSURANCE .....				
38. FIDELITY COVERAGE INSURANCE .....				
39. OTHER INSURANCE .....				
40. SUB-TOTAL TAXES& INSURANCE (34 thru 39) .....				
41. TOTAL O&M EXPENSES (11 +18+33+40) .....				

**PART III-ACCOUNT BUDGETING/STATUS**

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
<b>RESERVE ACCOUNT:</b>				
1. BEGINNING BALANCE .....				
2. TRANSFER TO RESERVE .....				
TRANSFER FROM RESERVE .....				
3. OPERATING DEFICIT .....				
4. ANNUAL CAPITAL BUDGET ( <i>Part V - Reserve</i> ) .....				
5. BUILDING & EQUIPMENT REPAIR .....				
6. OTHER NON-OPERATING EXPENSES .....				
7. TOTAL (3 thru 6) .....	(            )	(            )	(            )	
8. ENDING BALANCE [(1 +2)-7] .....				

**GENERAL OPERATING ACCOUNT:\***

BEGINNING BALANCE .....

ENDING BALANCE .....



**REAL ESTATE TAX AND INSURANCE ESCROW  
ACCOUNT:\***

BEGINNING BALANCE .....

ENDING BALANCE .....



**TENANT SECURITY DEPOSIT ACCOUNT:\***

BEGINNING BALANCE .....

ENDING BALANCE .....



(\*Complete upon submission of actual expenses.)

NUMBER OF APPLICANTS ON THE WAITING LIST .....		RESERVE ACCT. REQ. BALANCE .....	
NUMBER OF APPLICANTS NEEDING RA .....		AMOUNT AHEAD/BEHIND .....	

**PART IV-RENT SCHEDULE AND UTILITY ALLOWANCE**

**A CURRENT APPROVED RENTS/ UTILITY ALLOWANCE**

UNIT DESCRIPTION			RENTAL RATE S			POTENTIAL INCOME FROM EACH RATE			UTILITY ALLOWANCE
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD	
CURRENT RENT TOTALS:						BASIC	NOTE	HUD	

**B. PROPOSED RENTS - Effective Date:**

UNIT DESCRIPTION			RENTAL RATES			POTENTIAL INCOME FROM EACH RATE		
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD
PROPOSED RENT TOTALS:						BASIC	NOTE	HUD

**C: PROPOSED UTILITY ALLOWANCE - Effective Date:**

MONTHLY DOLLAR ALLOWANCES									
BR SIZE	UNIT TYPE	NUMBER	ELECTRIC	GAS	WATER	SEWER	TRASH	OTHER	TOTAL

## PART V - ANNUAL CAPITAL BUDGET

	Proposed Number of Units/Items	Proposed from Reserve	Actual from Reserve	Proposed from Operating	Actual from Operating	Actual Total Cost	Total Actual Units/Items
Appliances:							
Range .....							
Refrigerator .....							
Range Hood .....							
Washers & Dryers .....							
Other: .....							
Carpet & Vinyl:							
1BR .....							
2BR .....							
3BR .....							
4BR .....							
Other: .....							
Cabinets:							
Kitchens .....							
Bathrooms .....							
Other: .....							
Doors:							
Exterior .....							
Interior .....							
Other: .....							
Window Coverings:							
List: .....							
Other: .....							
Heating & Air Conditioning:							
Heating .....							
Air Conditioning .....							
Other: .....							
Plumbing:							
Water Heater .....							
Bath Sinks .....							
Kitchen Sinks .....							
Faucets .....							
Toilets .....							
Other .....							
Major Electrical:							
List: .....							
Other: .....							
Structures:							
Windows .....							
Screens .....							
Walls .....							
Roofing .....							
Siding .....							
Exterior Painting .....							
Other .....							
Paving:							
Asphalt .....							
Concrete .....							
Seal & Stripe .....							
Other: .....							
Landscape & Grounds:							
Landscaping .....							
Lawn Equipment .....							
Fencing .....							
Recreation Area .....							
Signs .....							
Other: .....							
Accessibility Features:							
List: .....							
Other: .....							
Automation Equipment:							
Site Management .....							
Common Area .....							
Other: .....							
Other:							
List: .....							
List: .....							
List: .....							
<b>TOTAL CAPITAL EXPENSES:</b>							

**PART VI -- SIGNATURES, DATES AND COMMENTS**

**Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.**

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(Signature of Borrower or Borrower's Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
**AGENCY APPROVAL** (*Rural Development Approval Official*):

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
**COMMENTS:**

\_\_\_\_\_  
Invoice Number

\_\_\_\_\_  
Invoice Date

Purchase Order No. \_\_\_\_\_

Payment to be sent to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

Discount/Payment Terms: \_\_\_\_\_

Payment Amount Due: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature



Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp.12/31/2016)

<b>1a. Project Name &amp; Address (including City, County, State &amp; Zip Code)</b> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>1b. Project Contract Number</b> <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<b>1c. No. of Units</b> <div style="border: 1px solid black; height: 25px; width: 100%;"></div>
	<b>1d. Census Tract</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
	<b>1e. Housing/Expanded Housing Market Area</b> <div style="border: 1px solid black; padding: 5px;"> Housing Market Area:  Expanded Housing Market Area: </div>	
<b>1f. Managing Agent Name, Address (including City, County, State &amp; Zip Code), Telephone Number &amp; Email Address</b> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<b>1g. Application/Owner/Developer Name, Address (including City, County, State &amp; Zip Code), Telephone Number &amp; Email Address</b> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<b>1h. Entity Responsible for Marketing (check all that apply)</b> <input type="checkbox"/> Owner <input type="checkbox"/> Agent <input type="checkbox"/> Other (specify) <div style="border: 1px solid black; width: 150px; height: 15px; display: inline-block;"></div> Position, Name (if known), Address ( including City, County, State & Zip Code), Telephone Number & Email Address <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<b>1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State &amp; Zip Code), Telephone Number &amp; E-Mail Address.</b> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<b>2a. Affirmative Fair Housing Marketing Plan</b> Plan Type <div style="border: 1px solid black; padding: 2px;">Please Select Plan Type</div> Date of the First Approved AFHMP: <div style="border: 1px solid black; width: 100px; height: 15px; display: inline-block;"></div> Reason(s) for current update: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
<b>2b. HUD-Approved Occupancy of the Project (check all that apply)</b> <input type="checkbox"/> Elderly <input type="checkbox"/> Family <input type="checkbox"/> Mixed (Elderly/Disabled) <input type="checkbox"/> Disabled		
<b>2c. Date of Initial Occupancy</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>2d. Advertising Start Date</b> Advertising must begin <i>at least</i> 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects. Date advertising began or will begin <div style="border: 1px solid black; width: 80px; height: 15px; display: inline-block;"></div> <b>For existing projects, select below the reason advertising will be used:</b> <div style="border: 1px solid black; padding: 5px;"> To fill existing unit vacancies <input type="checkbox"/>  To place applicants on a waiting list <input type="checkbox"/> (which currently has <div style="border: 1px solid black; width: 30px; height: 15px; display: inline-block;"></div> individuals)  To reopen a closed waiting list <input type="checkbox"/> (which currently has <div style="border: 1px solid black; width: 30px; height: 15px; display: inline-block;"></div> individuals) </div>	

WD 15-5029 (Rev.-7) was first posted on www.wdol.gov on 01/01/2019

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-5029  
Revision No.: 7  
Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Illinois

Area: Illinois Counties of Boone, Winnebago

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.96
01012 - Accounting Clerk II		15.68
01013 - Accounting Clerk III		17.85
01020 - Administrative Assistant		22.42
01035 - Court Reporter		18.08
01041 - Customer Service Representative I		12.24
01042 - Customer Service Representative II		13.76
01043 - Customer Service Representative III		15.02
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.67
01060 - Dispatcher, Motor Vehicle		18.78
01070 - Document Preparation Clerk		13.89
01090 - Duplicating Machine Operator		13.89
01111 - General Clerk I		12.62
01112 - General Clerk II		14.36
01113 - General Clerk III		16.85
01120 - Housing Referral Assistant		20.17
01141 - Messenger Courier		11.18
01191 - Order Clerk I		15.14
01192 - Order Clerk II		17.83
01261 - Personnel Assistant (Employment) I		15.77
01262 - Personnel Assistant (Employment) II		18.63
01263 - Personnel Assistant (Employment) III		20.16
01270 - Production Control Clerk		21.53
01290 - Rental Clerk		13.56
01300 - Scheduler, Maintenance		16.17
01311 - Secretary I		16.17
01312 - Secretary II		18.11
01313 - Secretary III		20.17

01320 - Service Order Dispatcher	16.90
01410 - Supply Technician	22.42
01420 - Survey Worker	18.11
01460 - Switchboard Operator/Receptionist	12.89
01531 - Travel Clerk I	13.47
01532 - Travel Clerk II	14.57
01533 - Travel Clerk III	15.76
01611 - Word Processor I	14.09
01612 - Word Processor II	15.82
01613 - Word Processor III	17.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.08
05010 - Automotive Electrician	21.49
05040 - Automotive Glass Installer	20.36
05070 - Automotive Worker	20.36
05110 - Mobile Equipment Servicer	18.22
05130 - Motor Equipment Metal Mechanic	22.64
05160 - Motor Equipment Metal Worker	20.36
05190 - Motor Vehicle Mechanic	22.64
05220 - Motor Vehicle Mechanic Helper	17.23
05250 - Motor Vehicle Upholstery Worker	19.21
05280 - Motor Vehicle Wrecker	20.36
05310 - Painter, Automotive	21.49
05340 - Radiator Repair Specialist	20.36
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	22.64
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.06
07041 - Cook I	11.95
07042 - Cook II	13.06
07070 - Dishwasher	9.73
07130 - Food Service Worker	10.78
07210 - Meat Cutter	14.81
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.10
09040 - Furniture Handler	15.38
09080 - Furniture Refinisher	21.24
09090 - Furniture Refinisher Helper	17.34
09110 - Furniture Repairer, Minor	19.31
09130 - Upholsterer	21.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.10
11060 - Elevator Operator	11.90
11090 - Gardener	16.57
11122 - Housekeeping Aide	11.90
11150 - Janitor	11.90
11210 - Laborer, Grounds Maintenance	13.36
11240 - Maid or Houseman	10.86
11260 - Pruner	12.15
11270 - Tractor Operator	15.47
11330 - Trail Maintenance Worker	13.36
11360 - Window Cleaner	13.00
12000 - Health Occupations	
12010 - Ambulance Driver	16.38
12011 - Breath Alcohol Technician	20.46
12012 - Certified Occupational Therapist Assistant	27.27
12015 - Certified Physical Therapist Assistant	25.92
12020 - Dental Assistant	17.46
12025 - Dental Hygienist	35.93
12030 - EKG Technician	29.87

12035	- Electroneurodiagnostic Technologist	29.87
12040	- Emergency Medical Technician	16.38
12071	- Licensed Practical Nurse I	18.80
12072	- Licensed Practical Nurse II	21.03
12073	- Licensed Practical Nurse III	23.45
12100	- Medical Assistant	15.95
12130	- Medical Laboratory Technician	20.67
12160	- Medical Record Clerk	15.34
12190	- Medical Record Technician	17.16
12195	- Medical Transcriptionist	18.80
12210	- Nuclear Medicine Technologist	46.22
12221	- Nursing Assistant I	11.05
12222	- Nursing Assistant II	12.42
12223	- Nursing Assistant III	13.56
12224	- Nursing Assistant IV	15.22
12235	- Optical Dispenser	16.42
12236	- Optical Technician	18.80
12250	- Pharmacy Technician	13.99
12280	- Phlebotomist	15.31
12305	- Radiologic Technologist	26.73
12311	- Registered Nurse I	23.32
12312	- Registered Nurse II	28.56
12313	- Registered Nurse II, Specialist	28.56
12314	- Registered Nurse III	34.55
12315	- Registered Nurse III, Anesthetist	34.55
12316	- Registered Nurse IV	41.41
12317	- Scheduler (Drug and Alcohol Testing)	26.05
12320	- Substance Abuse Treatment Counselor	19.88
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.99
13012	- Exhibits Specialist II	24.75
13013	- Exhibits Specialist III	28.43
13041	- Illustrator I	19.93
13042	- Illustrator II	24.68
13043	- Illustrator III	28.43
13047	- Librarian	26.36
13050	- Library Aide/Clerk	12.64
13054	- Library Information Technology Systems Administrator	23.77
13058	- Library Technician	16.42
13061	- Media Specialist I	17.16
13062	- Media Specialist II	19.21
13063	- Media Specialist III	21.40
13071	- Photographer I	15.62
13072	- Photographer II	17.47
13073	- Photographer III	21.64
13074	- Photographer IV	26.47
13075	- Photographer V	32.04
13090	- Technical Order Library Clerk	15.74
13110	- Video Teleconference Technician	18.42
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.82
14042	- Computer Operator II	17.81
14043	- Computer Operator III	19.89
14044	- Computer Operator IV	22.09
14045	- Computer Operator V	24.47
14071	- Computer Programmer I	(see 1) 20.52
14072	- Computer Programmer II	(see 1) 24.42
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.82
14160 - Personal Computer Support Technician		22.09
14170 - System Support Specialist		28.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.38
15020 - Aircrew Training Devices Instructor (Rated)		33.63
15030 - Air Crew Training Devices Instructor (Pilot)		39.45
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		29.73
15070 - Flight Instructor (Pilot)		39.45
15080 - Graphic Artist		21.84
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		40.31
15086 - Maintenance Test Pilot, Rotary Wing		40.31
15088 - Non-Maintenance Test/Co-Pilot		40.31
15090 - Technical Instructor		20.36
15095 - Technical Instructor/Course Developer		25.20
15110 - Test Proctor		18.82
15120 - Tutor		18.82
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.21
16030 - Counter Attendant		12.21
16040 - Dry Cleaner		15.02
16070 - Finisher, Flatwork, Machine		12.21
16090 - Presser, Hand		12.21
16110 - Presser, Machine, Drycleaning		12.21
16130 - Presser, Machine, Shirts		12.21
16160 - Presser, Machine, Wearing Apparel, Laundry		12.21
16190 - Sewing Machine Operator		15.65
16220 - Tailor		16.28
16250 - Washer, Machine		13.42
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.53
19040 - Tool And Die Maker		23.56
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.07
21030 - Material Coordinator		22.70
21040 - Material Expediter		22.70
21050 - Material Handling Laborer		14.31
21071 - Order Filler		12.06
21080 - Production Line Worker (Food Processing)		17.07
21110 - Shipping Packer		15.91
21130 - Shipping/Receiving Clerk		15.91
21140 - Store Worker I		14.93
21150 - Stock Clerk		19.57
21210 - Tools And Parts Attendant		17.07
21410 - Warehouse Specialist		17.07
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.34
23019 - Aircraft Logs and Records Technician		23.68
23021 - Aircraft Mechanic I		27.92
23022 - Aircraft Mechanic II		29.34
23023 - Aircraft Mechanic III		30.50
23040 - Aircraft Mechanic Helper		20.83
23050 - Aircraft, Painter		26.49
23060 - Aircraft Servicer		23.68
23070 - Aircraft Survival Flight Equipment Technician		26.49
23080 - Aircraft Worker		25.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.10

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.92
23110 - Appliance Mechanic	25.42
23120 - Bicycle Repairer	21.19
23125 - Cable Splicer	28.84
23130 - Carpenter, Maintenance	25.03
23140 - Carpet Layer	25.10
23160 - Electrician, Maintenance	34.99
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.19
23183 - Electronics Technician Maintenance III	29.70
23260 - Fabric Worker	23.68
23290 - Fire Alarm System Mechanic	27.92
23310 - Fire Extinguisher Repairer	22.28
23311 - Fuel Distribution System Mechanic	31.38
23312 - Fuel Distribution System Operator	24.49
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	27.92
23381 - Ground Support Equipment Servicer	23.68
23382 - Ground Support Equipment Worker	25.10
23391 - Gunsmith I	22.28
23392 - Gunsmith II	25.10
23393 - Gunsmith III	27.92
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.19
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.52
23430 - Heavy Equipment Mechanic	26.00
23440 - Heavy Equipment Operator	35.20
23460 - Instrument Mechanic	27.92
23465 - Laboratory/Shelter Mechanic	26.49
23470 - Laborer	13.84
23510 - Locksmith	26.49
23530 - Machinery Maintenance Mechanic	25.05
23550 - Machinist, Maintenance	20.57
23580 - Maintenance Trades Helper	14.03
23591 - Metrology Technician I	27.92
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.50
23640 - Millwright	27.92
23710 - Office Appliance Repairer	21.54
23760 - Painter, Maintenance	24.17
23790 - Pipefitter, Maintenance	41.80
23810 - Plumber, Maintenance	37.75
23820 - Pneudraulic Systems Mechanic	27.92
23850 - Rigger	27.92
23870 - Scale Mechanic	25.10
23890 - Sheet-Metal Worker, Maintenance	29.58
23910 - Small Engine Mechanic	25.10
23931 - Telecommunications Mechanic I	30.01
23932 - Telecommunications Mechanic II	31.51
23950 - Telephone Lineman	30.61
23960 - Welder, Combination, Maintenance	20.35
23965 - Well Driller	27.92
23970 - Woodcraft Worker	27.92
23980 - Woodworker	22.28
24000 - Personal Needs Occupations	
24550 - Case Manager	15.22
24570 - Child Care Attendant	11.99
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.15

24620 - Family Readiness And Support Services Coordinator	15.22
24630 - Homemaker	16.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.92
25040 - Sewage Plant Operator	27.96
25070 - Stationary Engineer	27.92
25190 - Ventilation Equipment Tender	20.83
25210 - Water Treatment Plant Operator	27.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.64
27007 - Baggage Inspector	12.81
27008 - Corrections Officer	22.90
27010 - Court Security Officer	22.95
27030 - Detection Dog Handler	17.86
27040 - Detention Officer	22.90
27070 - Firefighter	22.95
27101 - Guard I	12.81
27102 - Guard II	17.86
27131 - Police Officer I	29.73
27132 - Police Officer II	33.03
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.11
28042 - Carnival Equipment Repairer	15.11
28043 - Carnival Worker	10.18
28210 - Gate Attendant/Gate Tender	12.78
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.30
28510 - Recreation Aide/Health Facility Attendant	10.43
28515 - Recreation Specialist	17.71
28630 - Sports Official	11.38
28690 - Swimming Pool Operator	17.39
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.77
29020 - Hatch Tender	24.77
29030 - Line Handler	24.77
29041 - Stevedore I	23.14
29042 - Stevedore II	26.31
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	18.49
30022 - Archeological Technician II	20.69
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	25.62
30040 - Civil Engineering Technician	25.96
30051 - Cryogenic Technician I	28.38
30052 - Cryogenic Technician II	31.35
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	20.69
30063 - Drafter/CAD Operator III	23.06
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	14.52
30082 - Engineering Technician II	16.32
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.24
30086 - Engineering Technician VI	36.61
30090 - Environmental Technician	25.62
30095 - Evidence Control Specialist	25.62

30210	- Laboratory Technician	25.45
30221	- Latent Fingerprint Technician I	28.38
30222	- Latent Fingerprint Technician II	31.35
30240	- Mathematical Technician	25.62
30361	- Paralegal/Legal Assistant I	18.94
30362	- Paralegal/Legal Assistant II	23.46
30363	- Paralegal/Legal Assistant III	28.69
30364	- Paralegal/Legal Assistant IV	34.72
30375	- Petroleum Supply Specialist	31.35
30390	- Photo-Optics Technician	25.62
30395	- Radiation Control Technician	31.35
30461	- Technical Writer I	24.89
30462	- Technical Writer II	30.46
30463	- Technical Writer III	36.85
30491	- Unexploded Ordnance (UXO) Technician I	24.24
30492	- Unexploded Ordnance (UXO) Technician II	29.33
30493	- Unexploded Ordnance (UXO) Technician III	35.16
30494	- Unexploded (UXO) Safety Escort	24.24
30495	- Unexploded (UXO) Sweep Personnel	24.24
30501	- Weather Forecaster I	28.38
30502	- Weather Forecaster II	34.52
30620	- Weather Observer, Combined Upper Air Or	(see 2) 23.06
Surface Programs		
30621	- Weather Observer, Senior	(see 2) 25.62
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	29.33
31020	- Bus Aide	17.18
31030	- Bus Driver	22.95
31043	- Driver Courier	18.08
31260	- Parking and Lot Attendant	13.85
31290	- Shuttle Bus Driver	18.08
31310	- Taxi Driver	16.70
31361	- Truckdriver, Light	18.08
31362	- Truckdriver, Medium	19.22
31363	- Truckdriver, Heavy	21.97
31364	- Truckdriver, Tractor-Trailer	21.97
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	14.30
99030	- Cashier	9.61
99050	- Desk Clerk	10.51
99095	- Embalmer	25.36
99130	- Flight Follower	24.24
99251	- Laboratory Animal Caretaker I	14.20
99252	- Laboratory Animal Caretaker II	14.92
99260	- Marketing Analyst	23.93
99310	- Mortician	25.36
99410	- Pest Controller	18.35
99510	- Photofinishing Worker	12.74
99710	- Recycling Laborer	19.64
99711	- Recycling Specialist	21.52
99730	- Refuse Collector	18.71
99810	- Sales Clerk	11.05
99820	- School Crossing Guard	16.46
99830	- Survey Party Chief	22.57
99831	- Surveying Aide	13.31
99832	- Surveying Technician	18.25
99840	- Vending Machine Attendant	19.99
99841	- Vending Machine Repairer	21.04
99842	- Vending Machine Repairer Helper	18.30



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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**  
Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects</b> <i>(See instructions)</i>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**7. List all proposed Principals and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	