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**REQUEST FOR POPOSALS (RFP)  
SOLICITATION NO. O-348-00**

**BEDBUG TREATMENT & CONTROL  
AUTHORITY-WIDE**



**CHATTANOOGA HOUSING AUTHORITY  
CHATTANOOGA, TN**

Request for Proposals Issued on August 19, 2011  
Presubmission Conference at 3:00 P.M. EDT on August 30, 2011  
**Proposals Due by 4:00 P.M. EDT on September 7, 2011**

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## RFP No. O-348-00

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**INTRODUCTION**

The Chattanooga Housing Authority (hereinafter, “HA”) is a public entity that was formed in 1938 to provide Federally subsidized housing and housing assistance to low-income families within the Chattanooga area. The HA is headed by an executive director and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HA’s procurement policy.

Currently, the HA has approximately 135 employees, manages almost 3,000 public housing units, and administers a total of 3,140 Section 8 Housing Choice Vouchers, totaling over 6,000 potential assisted units.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed, and insured entities to provide Bedbug Treatment and Control Services Authority-Wide. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in their entirety.

**RFP INFORMATION AT A GLANCE**

[Table No. 1]

<b>HA CONTACT PERSON</b>	Andrew Lawrence Procurement Officer, Phone: 423-752-4189, <a href="mailto:alawrence@chahousing.org">alawrence@chahousing.org</a> , FAX 752-4166 Debbie Chadwick, Purchasing Agent, Phone: 423-752-4192, <a href="mailto:dchadwick@chahousing.org">dchadwick@chahousing.org</a> , FAX 209-2230
<b>HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</b>	1. Access <a href="http://www.chahousing.org">www.chahousing.org</a> . 2. Click on the “Procurement/RFPs” icon on the left side to access the procurement page. 3. Click on the RFP link for this solicitation. If you have any problems in accessing the RFP on the website, please call Debbie Chadwick @ 423-752-4192
<b>PRESUBMISSION CONFERENCE</b>	Tuesday, August 30, 2011, 3:00 PM EDT Chattanooga Housing Authority Main Office 801 N. Holtzclaw Ave., Chattanooga, TN 37404
<b>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL</b>	As instructed within Section 3.0 of the RFP document, submit Original + 2 copies of your “hard copy” proposal to the HA Procurement Department.
<b><u>PROPOSAL SUBMITTAL DEADLINE</u></b>	<b><u>Wednesday, September 7, 2011, 4:00 PM EDT</u></b> Procurement Department Chattanooga Housing Authority Main Office 810 N. Holtzclaw Ave., Chattanooga, TN 37404 The “hard copy” proposal must be received in-hand and time-stamped by the HA no later than 4:00 pm on this date.
<b>ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS (IF REQUIRED)</b>	Tuesday, September 27, 2011 Chattanooga Housing Authority Board Room 801 N. Holtzclaw Ave., Chattanooga, TN 37404

**1.0 HA’S RESERVATION OF RIGHTS:**

**1.1** The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.

- 1.2 The HA may award up to three (3) contracts (one with the HA; one with Greenwood Terrace, LLC, a subsidiary of the HA; and one with Dogwood Manor, a City of Chattanooga property managed by the HA) to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the HA based on compliance with this RFP and Addenda. The HA reserves the right to make a partial award, split award, or no award.
- 1.3 The HA reserves the right to terminate any contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving proposals without the written consent of the HA Procurement Officer (PO).
- 1.6 The HA reserves the right to negotiate the fees proposed.
- 1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the internet site and downloading this document or otherwise obtaining this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document (or included by reference) and within the noted Internet site, and further agrees that he/she will inform the HA PO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.0 **SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HA is seeking proposals from qualified and licensed entities to provide the services for the treatment and control of bedbugs as described below.
  - 2.1 **General Requirements**
    - 2.1.1 The HA requires the treatment and control of bedbugs only through this contract. Contracts are already in place to handle insects (roaches, ants, waterbugs, silverfish, bees, wasps), rodents (mice, rats), and termites.
    - 2.1.2 It is not the intent of these specifications to describe the detailed means or methods to be selected by the Contractor or all of the minor items of workmanship

- and materials that may be required. The Contractor's proposal submitted as a result of this solicitation should define in detail the means and methods of accomplishing the control of bedbugs throughout the HA properties. Though not specified or shown, the Contractor shall furnish as part of proposed cost of the work all professional services, equipment, materials, and supplies which are customary and necessary to perform this type of work and incidental to the proper completion of treatment and future control of bedbugs at HA properties.
- 2.1.3** Work will be assigned by Task Orders and additional purchase orders. Work will be invoiced per individual site (addressed to that site) and per individual purchase order.
- 2.1.4** The treatments required by these specifications will all take place and are contained within the boundaries of HA and HA subsidiary properties, with the exception noted below. The properties subject to treatment are listed on the Fixed Fee Schedule (Attachment B). All information should be field verified.
- 2.1.5** The HA is currently managing one property (Dogwood Manor at 959 Gateway Avenue) for the City of Chattanooga. Services for this site may or may not be awarded and, if awarded, may be temporarily or permanently reduced or discontinued should the circumstances surrounding the HA's management of this property change.
- 2.1.6** The HA is currently managing one property (Greenwood Terrace Apartments at 3056 Dee Drive) for Greenwood Terrace, LLC, a subsidiary of the HA. Services for this site may or may not be awarded and, if awarded, may be temporarily or permanently reduced or discontinued should the circumstances surrounding the HA's management of this property change.
- 2.2 Contractor's Responsibilities:**
- 2.2.1** Per Section 2.1.2, Section 2.2.10, and Section 4.1 (Evaluation Factor 5): As a part of their offer, Contractor shall provide their own detailed plan and methodology to perform the services required to accomplish the control of bedbugs throughout CHA properties, but which also meets the HA's stated requirements. We have both highrise sites, which house mostly elderly and handicapped individuals, and family sites, which may be individual homes, duplexes, or multiunit two- or three-story buildings. Contractor might suggest different practices for different sites.
- 2.2.2** It has been suggested that Contractor shall inspect every unit quarterly for the presence of bedbugs. Proposer shall discuss in their proposal whether this is necessary, feasible, and at what suggested intervals if incorporated as part of the contract. Again, Contractor might suggest different practices for different sites.
- 2.2.3** The HA may require inspection of units as they are made ready for occupancy if the units have had previous problems with bedbugs.
- 2.2.4** Contractor shall respond to any emergency condition within 24 hours of notification. Infestation in a highrise building would be considered more critical than in the smaller buildings at family sites because of the greater risk that the entire building might become quickly infested. All noncritical situations will be

addressed within, but not later than, one week of notification, including make-ready units as necessary.

**2.2.5** Contractor is to guarantee the treatment/control of bedbugs in our buildings for each contract year. If any additional services should become necessary in treated units for the control of bedbugs, it will be performed at no extra cost to the HA.

**2.2.6** Contractor shall provide adequate security to protect its own property, and to protect the condition of the apartments in its charge during actual application service. Costs for repair of damages caused by Contractor negligence will be charged back to the Contractor.

**2.2.7** The Contractor's work shall be performed during the regular working days and hours of the Chattanooga Housing Authority, which are Monday through Friday, 8:30 a.m. to 5:00 p.m. weekly except for Holidays. Site management may permit emergency calls outside of the normal business hours.

**2.2.8** Should any discrepancy in the quantity or specifications be discovered prior to or during provision of contract services that might hinder the execution of work as specified, Offeror shall report it at once to the HA in writing.

**2.2.9** **Chemicals and Applications:** The Contractor shall propose from the diverse methods and chemicals promoted by exterminators for bedbugs what they deem best to be utilized by the HA. In all cases the materials used in the work shall conform to Federal, State, and local ordinances and laws. All of the work shall be performed in a safe manner and in accordance with the most modern and effective bedbug control procedures in the industry. Trained, experienced technicians working under the supervision of a certified applicator shall perform all work. The certified applicator must be present at all times during extermination activities. All pesticides must be registered with the Environmental Protection Agency and applied in keeping with label directions. Technicians shall be furnished with required safety equipment. Warning place cards shall be posted as deemed necessary by the Contractor. Treatment of units occupied by residents with respiratory or other conditions may require the Contractor to deviate from using their standard treatment methods or chemicals.

**2.2.10** **Procedures Prior To and After Treatment:**

**2.2.10.1** The Service Technicians shall make their presence known to a designated person at the HA site upon arrival and again upon completion of the treatment.

**2.2.10.2** A report of the Technician's activity shall be completed in writing to include the following:

- Areas/units treated
- Method(s) of treatment
- Materials applied
- Application date
- Housekeeping problem units if a contributing factor

**2.2.11 Educational and Meeting Responsibilities:** Contractor shall provide educational materials for tenants and employees and shall periodically attend site meetings with residents and/or employees for face-to-face education regarding bedbugs and their prevention, control, extermination methods, products, etc. at no additional cost to HA. Such meetings may be requested by either the Contractor, site management, or HA administrative staff. Meetings may be held quarterly between Contractor and the HA throughout the entire contract period.

**2.3 HA's Responsibilities:**

**2.3.1** The HA will pay only for services as rendered per Unit Prices on the Fixed Fee Schedule (Attachment B). The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract.

**2.3.2** HA staff shall provide proper notice to residents that inspection or extermination treatment will be performed on a specific date or dates. Such notice shall include all tasks that resident should perform in preparation for the inspection or extermination.

**2.3.3** The HA will not provide any HA staff to assist the contractor in performing their scheduled work, but will ensure access to the units.

**2.3.4** HA management at individual sites may agree to additional hours outside of their normal operating schedule. Any access to the HA site buildings and work areas during either the solicitation process or the contract term must be authorized by the HA.

**2.3.5** Should either party require a deviation from the determined schedule for inspections or treatments, notification shall be made as soon as possible in advance of the change.

**2.3.6** HA staff shall make every effort to monitor units reported with housekeeping problems and take appropriate action as allowed by the terms of the HA's lease.

**2.3.7** HA staff are responsible for making requests in a timely manner for callback treatments and inspection/treatment of make-ready units during vacancy and/or just before occupancy by a new tenant if they have had previous problems with bedbugs.

**2.3.8** HA site management shall provide amendment documentation to Procurement in a timely manner for additional services above and beyond those considered a regular part of the contract. Procurement shall prepare official amendment documents.

**3.0 PROPOSAL FORMAT:**

**3.1 Tabbed Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by

**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

[Table No. 2]

RFP Section	Tab No.	Description
3.1.1	1	<b>Proposal Form (Attachment A):</b> This completed and executed 3-page Form must be submitted under this tab.
3.1.2	2	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> (Attachment C):</b> This completed and executed 2-page Form must be submitted under this tab.
3.1.3	3	<b>Profile of Firm (Attachment D):</b> This completed and executed 2-page Form must be submitted under this tab.
3.1.4	4	<b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's Capability to Perform the Work (in terms of personnel, licenses, equipment, and materials).
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Warranty/Guaranty of assurance to eradicate bedbugs for all HA properties.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's Detailed Plan and Methodology (including staffing of key positions, method of assigning work, and procedures for maintaining level of service, etc.).
3.1.4.5		Evidence that the proposer is qualified under the State of Tennessee licensing requirements.
3.1.4.6		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.7		The proposer's quality control program.
3.1.4.8		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written, fax, internet, etc.).
3.1.4.9		A complete description of the products and services the firm provides.
3.1.5	5	<b>Client Information:</b> The proposer shall submit a listing of former or current clients (other than the HA), including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

3.1.5.1		The client's name;
3.1.5.2		The client's contact name;
3.1.5.3		The client's telephone number;
3.1.5.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.6	6	<b>Section 3: Executed Section 3 Clause - Required (#S3-8).</b> [Section 3 Business Preference Documentation - Optional: For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form (#S3-5) and any documentation required by that form.] (See Attachment E).
3.1.7	7	<b>Subcontractor/Joint Venture Information (Optional Item):</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.8	8	<b>Other Required HUD/CHA Certifications</b> (As listed in Section 3.6.12, Table 3)
3.1.9	9	<b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.12.1 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12.2 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

3.2 **Fixed Fee Schedule:** *The proposed fees shall be entered on the Fixed Fee Schedule (Attachment B) and submitted in a separate sealed envelope submitted with the proposal.* The Offeror shall provide Unit Prices, inclusive of Overhead and Profit, per task indicated. Offeror may elect to submit Unit Prices Per Square Foot or Per Room. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, clerical support, etc. Each Unit Price entered will be used for comparison and award of evaluation points for Evaluation Factor No. 1 (see RFP Section 4.1). Compensation will be based on Unit Prices provided and will be paid only for such work as is actually performed during the course of the contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. *Do not submit, enter, or refer to any fees or costs within the tabbed "hard copy" proposal submittal; any Offeror that does so will be rejected without further consideration.*

- 3.2.1 **Additional Related Work That May Be Required:** Please note that if the HA decides that it will/must retain the Contractor to perform any additional related work, the HA will determine if that work may be added as an amendment to this contract or must be solicited separately. To amend the contract, an equitable adjustment will be made in the cost of the contract to include such additional work.
- 3.2.2.1 If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.
- 3.3 **Proposal Submission:** All proposals must be submitted and time-stamped received in the HA Procurement Department by no later than the submittal deadline stated herein (or within any ensuing addendum). *A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal, along with the Fixed Fee Schedule in a separate sealed envelope, shall be placed unfolded in a sealed package and addressed to:*

Attention: Andrew Lawrence, Chief Procurement Officer  
Chattanooga Housing Authority  
801 N. Holtzclaw Avenue  
Chattanooga, TN 37404

*The package exterior must clearly denote the above noted RFP number and name, the date and time proposals are due, and the proposer's name and return address.* Proposals submitted after the published deadline will not be accepted.

- 3.3.1 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By registering as a recipient of the RFP documents, each prospective proposer is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this RFP.
- 3.3.2 **Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set

forth within those documents. Written notice from the proposer not authorized in writing by the HA PO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

**3.4 Offeror's Responsibilities:**

**3.4.1 Contact With the HA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the HA PO only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

**3.4.2 Addenda:** All questions and requests for information must be addressed in writing to the HA PO. The HA PO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals of record that have obtained the RFP Documents). During the RFP solicitation process, the HA PO will NOT conduct any *ex parte* (a substantive conversation - "substantive" meaning, when decisions pertaining to the RFP are made - between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the HA PO) - it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the HA PO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the HA PO may more fairly respond to all prospective proposers in writing by addendum.

**3.4.3 Notification of No Proposal:** Potential offerors who receive this RFP and do not wish to submit a proposal are requested to reply with a letter or e-mail stating such on or before the date and time set forth for the receipt of proposals.

**3.5 Presubmission Conference:** The scheduled presubmission conference identified on Page 1 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the presubmission conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the PO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of it to this conference.

**3.6 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included by reference as a part of this RFP:

[Table No. 3]

RFP Section	Attachment	Attachment Description
3.6.1	A	Proposal Form
3.6.2	B	Fixed Fee Schedule
3.6.3	C	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.6.4	D	Profile of Firm
3.6.5	E	Section 3 Forms, including explanation
3.6.6	F	HA <i>Instructions to Proposers for Service Contracts</i>
3.6.7	G	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.6.8	H	Contract Form. (This contract is being given as a sample only - the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels are in its best interests to do so.)
3.6.9	H-1	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II</i>
3.6.10	I	Mandatory Clauses
3.6.11	J	Public Housing & CHA-Managed Development Sites
3.6.12		Additional Forms/Certifications Required to be Submitted: 1) Corporate or Partnership Certificate 2) Statement of License Certificate 3) Equal Employment Opportunity Form 4) Affirmative Action Plan 5) Certification for a Drug-Free Workplace (HUD-50070) 6) Certification of Payments to Influence Federal Transactions (HUD-50071)

**4.0 PROPOSAL EVALUATION:**

**4.1 Evaluation Factors:** The following factors will be utilized by the evaluation committee appointed by the HA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal.

[Table No. 4]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	10 points	Objective	The <b>PROPOSED COST</b> of services.
2	25 points	Subjective (Technical)	The proposer's <b>CAPABILITY TO PERFORM THE WORK</b> - Provide information on crew size, licenses, experience, and equipment.
3	25 points	Subjective (Technical)	The proposer's <b>PREVIOUS EXPERIENCE WITH THE HA AND OTHERS</b> - All proposals shall include three (3) or more references other than CHA for previous similar type contracts to include address, telephone number, and contact person.
4	20 points	Subjective (Technical)	The proposer's <b>WARRANTY/GUARANTY</b> of assurance that the services provided remain successful.

5	20 points	Subjective (Technical)	The proposer's DETAILED PLAN AND METHODOLOGY to eradicate pests for all HA properties.
	100 points	100 points	Total Points

**4.2 Evaluation Method:**

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet:** An evaluation packet will be prepared for each evaluator including the following documents:
- 4.2.2.1** Instructions to Evaluators;
  - 4.2.2.2** Proposal Tabulation Form;
  - 4.2.2.3** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4.1 of this document, the HA PO is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The HA PO will evaluate and award points pertaining to Evaluation Factor No. 1. The appointed evaluation committee, independent of the HA PO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 2, 3, 4, and 5. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA PO.
- 4.2.5 Determination of Top-Ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the HA PO to determine the final rankings, which shall be forwarded by the HA PO to the HA Executive Director (ED) for approval.
- 4.2.6 Award Recommendation:** As detailed within the following Section 5.1.1, if the ensuing contract award is \$100,000 or greater, the final rankings will be forwarded to the HA Board of Commissioners (BOC) at their next regularly scheduled meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the BOC approval.
- 4.2.7 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- 4.2.7.1 Which proposer received the award;
- 4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 4.2.7.3 Each proposer's right to a debriefing and to protest.
- 4.2.8 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.
- 4.2.9 **Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

**5.0 CONTRACT AWARD:**

- 5.1 **Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- 5.1.1 It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA PO. The HA PO will formulate and forward to the HA ED for approval a written award recommendation. The HA ED will review the recommendation and, if in agreement, take the award recommendation to the HA BOC at a scheduled board meeting for approval (typically for contracts with a total value equal to or greater than \$100,000). If so, the HA BOC will then make its determination of whether or not to follow the committee's recommendation. If the recommendation is followed and the top-rated proposer is approved for award, all proposers will, as detailed within Section 4.2.7 herein, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the Board approval.

- 5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

- 5.2.1 **Contract Form:** See Sample Contract, Attachment H, and General Conditions for Non-Construction Contracts, Sections I and II (HUD-5370-C), Attachment H-1. By submitting a proposal the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form and general conditions (Please note that the HA reserves the right to amend this form as the HA deems necessary.) However, the HA will consider any contract clauses that the proposer wishes to include therein, but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to

- abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 5.2.2 Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.
- 5.2.3 Unauthorized Subcontracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including but not limited to, selling or transferring the contract) without the prior written consent of the HA PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA PO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract, either as determined by the HA PO.
- 5.3 Contract Period:** The HA may award up to three contracts (one with the HA; one with Greenwood Terrace, LLC, a subsidiary of the HA; and one with Dogwood Manor, a City of Chattanooga property managed by the HA), each for a period of one (1) year. Upon completion of one year, the HA may elect, at its sole discretion, to renew each contract annually for one (1) additional year at a time for up to four (4) additional years, for a potential five-year term.
- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current workers compensation insurance carrier and coverage amount;
- 5.4.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Chattanooga Housing Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000);
- 5.4.3** An original certificate showing the proposer's automobile insurance coverage on owned or non-owned vehicles in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payment of \$5,000.
- 5.4.4** If any such insurance is due to expire during the Contract period, the contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. All certificates of insurance, as evidence of coverage, shall state that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA. All Certificates of Insurance must **list Chattanooga Housing Authority as "Additional Insured," list the sites/work (including contract/purchase order number), and be originals.**

- 5.4.5 A copy of the proposer's business license allowing that entity to provide such services within the City of Chattanooga and/or County of Hamilton, Tennessee;
- 5.4.6 A copy of the proposer's license issued by the state where the proposer is located and by the State of Tennessee licensing authority allowing the proposer to provide the services detailed herein.
- 5.5 **Right To Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA evaluation committee has chosen a top-rated proposer. If such negotiations are not, in the opinion of the HA PO, successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer (separate contracts), as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 **Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and Federal laws.

<p><b>PROPOSAL FORM</b> <b>Attachment A</b></p>
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(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" proposal submittal.)

**Instructions:** Respondents to the CHA Request for Proposals (RFP) for Bedbug Treatment and Control Authority-Wide, Solicitation No. O-348-00, must complete and submit this Proposal Form. Offerors not using this form to respond will not be considered. An original (so marked) and two (2) copies of this form and all items listed below must be completed and included in the proposal submittal. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the offeror.

The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of ea1ch proposal, including one with original signatures and so marked)</i>
_____	Separate Sealed Envelope - Fixed Fee Schedule (Attachment B)
_____	Tab 1 Proposal Form (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment C))
_____	Tab 3 Profile of Firm Form (Attachment D)
_____	Tab 4 Proposed Services
_____	Tab 5 Client Information
_____	Tab 6 Section 3: Executed Section 3 Clause required - #S3-8 (Section 3 Business Preference Documentation Optional - #S3-5) (See Attachment E)
_____	Tab 7 Subcontractor/Joint Venture Information (Optional)
_____	Tab 8 Other Required HUD/CHA Certifications
_____	Tab 9 Other Information (Any other information the bidder wants to include for evaluation)

\_\_\_\_\_  
(Offeror)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Telephone/FAX)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(State License No.)

\_\_\_\_\_  
(Federal I.D. and/or SSN)

**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

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The above offeror is an: ( ) Individual ( ) Corporation ( ) Partnership ( ) Joint Venture consisting of \_\_\_\_\_, ( ) licensed to do business in the State where project is located.

**ADDENDA** (Offeror acknowledges receipt of the following Addenda):

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. Proposals must be valid for a period of at least ninety (90) days.

CHA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

The HA reserves the right to make a partial award, split award, or no award.

In submitting this proposal, it is understood that the right is reserved by the HA to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award" or "Intent to Award."

**PROPOSAL FEES**

Enter proposal fees on Fixed Fee Schedule (Attachment B) as directed in Section 3.2 and submit in separate sealed envelope. Each Unit Price, inclusive of Overhead and Profit, entered will be used for comparison and award of evaluation points for Evaluation Factor No. 1 (see RFP Section 4.1). Compensation will be based on Unit Prices provided and will be paid only for such work as is actually performed during the course of the contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Scope of Work, Drawings, Maps, and/or Specifications issued and Addenda, if any thereto, as prepared by the HA, propose to furnish all labor, materials, equipment, permits, transportation, and services required to complete the work identified herein at the prices listed on the Fixed Fee Schedule (Attachment B).

**DISCOUNT OFFER**

OFFEROR'S REFERENCE NUMBER - Solicitation O-348-00

Unless otherwise qualified by the Offeror on this form: (1) discounts will be deducted from the gross purchase order price; and (2) time in connection with discounts offered will be computed from date of correct invoice.

TERMS \_\_\_\_\_

Offers not offering discount terms will be considered to require net payment in the number of days stated in the **Terms of Payment** clause. Early payment discounts will be considered in evaluating offers. Offers requiring net payment in less than 30 days will not be considered.

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submittal under Tab No. 6, which priority are you claiming? \_\_\_\_\_.

**OFFEROR'S STATEMENT/ACCEPTANCE OF CHA TERMS AND CONDITIONS**

The undersigned offeror hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal, and by entering and submitting the costs where provided, the undersigned offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted website, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Proposal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered on the Fixed Fee Schedule.

We accept all CHA terms and conditions without exception: Yes \_\_\_\_\_ No \_\_\_\_\_  
(If supplier is taking exceptions, please state exceptions taken on a separate attached sheet.)

\_\_\_\_\_  
**PERSON AUTHORIZED TO SIGN OFFER - Name and title (print or type)**

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

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**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

**FIXED FEE SCHEDULE  
ATTACHMENT B**

(Number of Bldgs/Units/Bedrooms given for information only)

PROPERTY	# of Bldgs*	# of Units	Number of Units by Bedroom Size					
			0	1	2	3	4	5
College Hill Courts	56	497	0	214	249	34	0	0
East Lake Courts	48	417	0	150	219	48	0	0
Harriet Tubman Development	75	440	20	76	204	120	20	0
Mary Walker Towers	2	153	0	152	1	0	0	0
Emma Wheeler Homes	141	340	0	130	78	80	44	8
Boynton Terrace Apts.	4	250	150	98	2	0	0	0
Missionary Hts. Apts.	4	44	0	0	30	14	0	0
Glenwood Hts. Apts. - Judson Ln.	16	29	0	0	18	10	0	1
Glenwood Hts. Apts. - Devel Ln.	1	14	0	0	8	4	2	0
Woodside Ave. Apts.	10	24	0	0	10	6	6	2
Cromwell Hills Apts.	64	200	0	42	108	40	10	0
Gateway Towers	1	132	2	128	2	0	0	0
Central Office (Holtzclaw)	3							
<b>TOTAL CHA</b>	<b>425</b>	<b>2540</b>	<b>172</b>	<b>990</b>	<b>929</b>	<b>356</b>	<b>82</b>	<b>11</b>
<b>TOTAL GREENWOOD TERRACE APTS.</b>	<b>51</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>32</b>	<b>6</b>	<b>2</b>
<b>TOTAL DOGWOOD MANOR</b>	<b>1</b>	<b>136</b>	<b>0</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\* # of Bldgs includes Administrative buildings. All information should be field verified.

**INSPECTION** \_\_\_\_\_/SQ FT or \_\_\_\_\_/ROOM

**INITIAL TREATMENT** \_\_\_\_\_/SQ FT or \_\_\_\_\_/ROOM

**FOLLOWUP TREATMENT** \_\_\_\_\_/SQ FT or \_\_\_\_\_/ROOM

The unit prices listed reflect a one (1) year treatment guarantee. CHA will not accept financial responsibility for any repeat treatments of same unit/building.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
PERSON AUTHORIZED TO SIGN OFFER - Name and title (print or type)

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

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# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**PROFILE OF FIRM**

- (1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Permanent Main Office Street Address, City, State, Zip: \_\_\_\_\_  
 \_\_\_\_\_
- (4) Year Firm Established: \_\_\_\_\_
- (5) If a corporation, where incorporated: \_\_\_\_\_
- (6) Former Name and Year Established (if applicable): \_\_\_\_\_
- (7) Name of Parent Company and Date Acquired (if applicable): \_\_\_\_\_  
 \_\_\_\_\_

(8) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(9) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(10) Bidder Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A Certification Number Not Required To Bid - Enter If Available)

**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

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- (11) Federal Tax ID No.: \_\_\_\_\_
- (12) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (13) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (14) Workers Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (15) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (16) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (17) Credit available: \$ \_\_\_\_\_
- (18) Give bank reference: \_\_\_\_\_
- (19) Provide your Dun & Bradstreet D-U-N-S number if you have one: \_\_\_\_\_
- (20) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Chattanooga Housing Authority? \_\_\_\_\_
- (21) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Tennessee, or any local government agency within or without the State of Tennessee? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (22) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (23) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (24) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.
- (25) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Chattanooga Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

## **SECTION 3 INFORMATION FOR CONTRACTORS AND VENDORS**

The following information and forms have been developed for the purpose of administering this Section 3 program and shall be used by bidders/proposers and by CHA monitors in their efforts to comply with certification and administrative requirements of Section 3. Additional copies of any Section 3 forms referenced within this Section 3 program may be obtained by contacting the Authority's Section 3 Coordinator.

**“THE SECTION 3 CLAUSE”**

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal Financial assistance from the Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor shall include this Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor shall not subcontract with any subcontractor where it has notice or knowledge the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

I hereby certify that (company name) \_\_\_\_\_, as Contractor on Section 3 covered project, shall comply with the Section 3 requirements as set forth above.

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Chattanooga Housing Authority

**SECTION 3 HIRING AND CONTRACTING**

**POLICY**

Chattanooga Housing Authority (CHA) and its Contractors have an obligation to implement positive or “best effort” steps to recruit, employ, and utilize CHA Residents and other Section 3 eligible persons and businesses in connection with HUD-funded work. Therefore, the Authority’s Board of Commissioners has established employment and contracting goals, along with incentives, policies and sanctions intended to facilitate the attainment of those goals. The Section 3 policy and required forms and documentations are as referenced in this clause and shall be available upon request at the office of CHA by the Contract Specialist. All requests for Section 3 consideration of incentives shall be made a minimum of 5 days prior to bid opening.

**A. Incentives:**

A Section 3 Business is one which:

- Has majority ownership comprised of Section 3 Residents, or
- Has at least 30% of its permanent workforce comprised of Section 3 Residents, or
- Is a YouthBuild program operating in Hamilton County, or
- Subcontracts at least 25% of the overall contract amount to Section 3 Businesses

CHA offers bid incentives to contractors which qualify as Section 3 businesses. Incentives allow Section 3 businesses to be selected for a project even if the bid price is higher than the low bid, within the following limits:

<b>When The Lowest Responsive Bid Is:</b>	<b>The Section 3 Bid May Be This Much Higher</b>
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid or \$25,000
At least \$500,000, but less than \$1 Million	5% of that bid or \$40,000
At least \$1 Million, but less than \$2 Million	4% of that bid or \$60,000
At least \$2 Million, but less than \$3 Million	3% of that bid or \$80,000
At least \$4 Million, but less than \$7 Million	2% of that bid or \$105,000
\$7 Million or more	1-1/2% or the lowest bid with no dollar limit

**B. Contractor/Subcontractor Goal for Hiring Section 3 Residents:**

CHA requires that Contractors performing work pursuant to construction and related professional service contracts make a good faith effort to ensure *that thirty percent (30%) of all new hires for Section 3 contracts are Section 3 residents*. Contractors must give first priority for new hires to Category 1 and Category 2 Residents. If the Contractor makes a good faith effort, but is unable to hire Category 1 and 2 Residents, then the Contractor shall achieve compliance by hiring, or making a good faith effort to hire, Category 3 and 4 Residents.

**C. Section 3 Business Contracting:**

CHA requires that Primary Contractors award, or make a good faith effort to *award, at least 10% of the total dollar amount of all subcontracts to Section 3 Businesses* for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction.

Contractors are to give first, but may give equal, consideration to Category 1 and Category 2 Businesses. If unable to secure the services of businesses in those categories, the Contractor may endeavor to subcontract with Category 3 and Category 4 Businesses.

- Category 1 Section 3 Businesses  
Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- Category 2 Section 3 Businesses  
Business concerns that are 51% or more owned by residents of other Chattanooga Housing Authority Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these persons.
- Category 3 Section 3 Businesses  
Business concerns that are designated HUD YouthBuild programs being carried out in Hamilton County.
- Category 4 Section 3 Businesses  
Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 businesses), or that subcontract in excess of 25% of the total amount of sub-contracts to Section 3 business concerns.

**ACHIEVING COMPLIANCE IN HIRING SECTION 3 RESIDENTS**

A Contractor may employ only Certified Section 3 Residents if they wish to claim credit toward the attainment of Section 3 employment targets. A clearinghouse for the certification and placement of bona fide Section 3 residents is maintained by CHA. CHA keeps a current list of certified Category 1 and 2 residents who are interested in Section 3 employment.

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**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

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At a minimum, Contractors must take the following steps in an effort to meet the goals for hiring Section 3 Residents:

1. Give priority to Category 1 and 2 Residents by first obtaining a list of Certified Section 3 (Category 1 and 2) Residents from CHA Resident Employment and Training Clearinghouse.
2. Review this list of Section 3 Residents and contact those with the appropriate skills and qualifications to be interviewed.
3. Interview the Section 3 Residents and hire those that meet the qualifications for the job, and notify the Resident Employment and Training Clearinghouse of your selections.
4. Should there be an insufficient number of qualified Category 1 and 2 Residents, the Contractor may utilize other means to secure the employment of Category 3 and 4 Residents.

In the event the above steps are unsuccessful in meeting the Section 3 targets, the Contractor is urged to take one or more of the following steps to show a good faith effort:

- Advertise employment and training positions to dwelling units occupied by Category 1 and 2 residents.
- Contact resident councils and other resident organizations in the affected housing developments to request assistance in notifying residents of the training and employment positions to be filled.
- Conducting outreach in areas occupied by Category 3 and 4 Residents.
- Arrange interviews and conduct interviews on the job site or at other locations convenient to the Section 3 residents.
- Enter into “first source” hiring agreements with organizations representing Section 3 residents.
- Establish training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- Undertake such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

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## REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control

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If the Contractor is only able to meet the Section 3 resident hiring targets through the employment of Category 3 or 4 Residents, the Contractor must present documentation of the employee's eligibility as a Section 3 Resident at submission of the first payroll report. Proof of residency in Hamilton County and current participation in a YouthBuild program, or a low- or very-low income person residing in Hamilton County must be documented. CHA shall verify the eligibility of the Category 3 or 4 Section 3 employee prior to authorizing payment of the project invoice to which the payroll report applies.

### **ACHIEVING COMPLIANCE IN CONTRACTING WITH SECTION 3 BUSINESSES**

CHA maintains a current listing of Certified Section 3 businesses. The Construction Industry Corporation maintains a list of local Minority/Women/Disadvantaged (M/W/D) business concerns. All bidders shall be given a copy of the most current list of Section 3 business concerns and a copy of the most recent list of M/W/D business concerns.

At a minimum, Contractors must take the following steps in an effort to meet the goals for contracting with Section 3 Businesses:

1. Inform the appropriate Section 3 businesses of contracting opportunities in connection with the bid or contract, and invite them to submit bids/quotations, or to enter into contract negotiations. If the Contractor is not aware of the appropriate qualified Section 3 businesses the current list of Certified Section 3 Businesses should be obtained from CHA.
2. First provide opportunities to Category 1 and Category 2 Section 3 businesses to submit quotes, bids, or enter into negotiated subcontracts before extending such offers to Category 3 and Category 4 Section 3 businesses.

In the event the above steps do not result in meeting the targets for contracting with Section 3 businesses, the Contractor is urged to take one or more of the following steps, sufficient to meet the goals or to show a good faith effort to do so:

- Contact business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and request their assistance in identifying Section 3 businesses which may submit bids for a portion of the work
- Advertise contracting opportunities by posting notices, in the common areas of the applicable development(s) owned and managed by CHA. Such notices are to provide general information about the work to be contracted and where to obtain additional information
- Provide written notice of contracting opportunities to all known Section 3 business concerns. This notice should be provided in sufficient time to allow the Section 3 business concerns to respond to bid invitations.

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## REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control

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- Follow up with Section 3 business concerns that have expressed interest in the contracting opportunities.
- Coordinate meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- Where appropriate, break out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- Support and undertake joint ventures with Section 3 businesses.

### CERTIFICATION AS A SECTION 3 BUSINESS

The Housing Authority certifies businesses seeking recognition as Section 3 business concern. Any business concern seeking Section 3 preferences in the awarding of contracts or purchase agreements must complete the appropriate certification request forms and provide proof of eligibility for the Section 3 Certification. In order to receive a bidding preference, the certification as a Section 3 Business Concern must have been granted prior to the close of bids.

1. Contractors may pick up *certification packets* from the Section 3 Coordinator's office. Packets are also distributed at the pre-bid conferences and are included in the bid package.
2. Upon request, the Section 3 Coordinator shall provide information and assistance to interested parties in completing the forms required for certification.
3. Contractors must return all required forms and documentation for certification as a Section 3 business to the Section 3 Coordinator **not less than 5 days** before the closing date and time for the bid, if the business wishes to receive a bidding preference for that bid.
4. CHA shall review the documentation and determine whether the Contractor meets the requirements for a Section 3 Business. If it does, the Contractor shall receive a letter of Certification.
5. Contractors who are denied certification may file an appeal with the Section 3 Coordinator within 10 days of the denial.

### ACKNOWLEDGMENT OF SECTION 3 REQUIREMENTS

All Contractors submitting bids/proposals to CHA shall be required to complete a Statement of Efforts to Fully Comply with Employment and Training Provisions of Section 3. Such Statement must be accompanied by adequate evidence to support representations made. Such evidence shall include completed copies of the appropriate CHA forms pertaining to the Contractor's estimates of Section 3 hiring and contracting.

## SANCTIONS

Contractors who fail to achieve compliance and are unable to provide sufficient proof of a good faith effort shall be subject to the sanctions as follows:

1. **Section 3 Resident Hiring** - Liquidated damages equal to 10% of the pro-rata share of the contract amount that was targeted for Section 3 Resident employment but which was not utilized for Section 3 employment. Such liquidated damages shall be deducted from the retainage held pending project completion.
2. **Section 3 Contracting** - Liquidated damages in an amount equal to 10% of the dollar amount targeted but not awarded as subcontracts to Section 3 businesses.
3. **Contract Award as Section 3 Business with Bid Preference** - Forfeit of the bid preference.

Any Contractor in non-compliance shall receive a written “Notice of Non-Compliance”. CHA Board of Commissioners shall consider a Contractor’s success in providing employment and business opportunities to Authority Residents and Section 3 Businesses prior to acting on any proposed contract award.

INCOME LIMITS  
FOR CHATTANOOGA, TENNESSEE-GEORGIA MSA  
**FY 2010**

SIZE OF HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
EXTREMELY LOW INCOME	11750	13400	15100	16750	18100	19450	20800	22150
VERY LOW-INCOME	19600	22400	25200	27950	30200	32450	34700	36900
LOW-INCOME	31300	35800	40250	44700	48300	51900	55450	59050

FY 2010 MEDIAN FAMILY INCOME FOR CHATTANOOGA, TN-GA MSA: 55900

Extremely Low-Income is 30% of this, prorated by family size; Very Low-Income is 50% of this, prorated by family size; Low-Income is 80% prorated by family size.

Section 8 Leased Housing admissions limited to Very Low-Income.

Conventional Low-Rent Housing (Public Housing) limited to Low-Income.

## SECTION 3 FORMS

The following forms have been developed for the purpose of administering this Section 3 program and shall be used by bidders/proposers and by CHA monitors in their efforts to comply with certification and administrative requirements of Section 3. Additional copies of any Section 3 forms referenced within this Section 3 program may be obtained by contacting the Authority's Section 3 Coordinator.

**CHATTANOOGA HOUSING AUTHORITY**

**Certification for Business Concerns Seeking Section 3 Preference**

Name of Business: \_\_\_\_\_

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

\_\_\_\_\_

Type of Section 3 Business:

- Corporation      • Partnership  
• Sole Proprietorship      • Joint Venture

Name & Address of Section 3 Resident(s) in 51% ownership position:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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*ATTACHED IS THE FOLLOWING DOCUMENTATION AS EVIDENCE OF SECTION 3 STATUS (½ AS APPROPRIATE):*

**For business claiming status as a Section 3 resident-owned enterprise:**

- Copy of resident lease with Chattanooga Housing Authority
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence as appropriate

**For the business entity as applicable as applicable:**

- Copy of Articles of Incorporation
- Assumed business Name Certificate
- List of owners/stockholders and % ownership of each owner
- Organizational chart w/names, titles & brief functional statement
- Certificate of Good Standings
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional documentation

**For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses**

- List of subcontracted Section 3 businesses and subcontract amounts

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business**

- List of all current full-time employees
- List of all employees claiming Section 3 status
- PHA residential lease (less than 3 years from day of employment)
- Other evidence of Section 3 status (less than 3 years from date of employment)

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- Current financial statement
- List of owned equipment
- Statement of ability to comply with public policy
- List of all contracts for the past two years

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**CORPORATE SEAL**

Attested by: \_\_\_\_\_

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

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

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Authorizing Name & Signature

***For CHA Use Only:***

Certified as Section 3 Business?    • Yes            • No

Type of Section 3 Business:

- Category 1            • Category 2            • Category 3            • Category 4

Verification Status:

- Ownership by 51% Category 1 Residents            • Ownership by 51% Category 2 Residents
- 30% Employees are Category 1 Residents            • 30% Employees are Category 2 Residents
- YouthBuild Program
- Ownership by 51% Category 4 Residents
- 30% Employees are Category 4 Residents
- Excess of 25% of Subcontracts to Section 3 Businesses

**CHATTANOOGA HOUSING AUTHORITY SECTION 3 PROGRAM**

*Contractor Certification of Efforts to Fully Comply With  
Employment and Training Provisions of Section 3*

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Principle: \_\_\_\_\_

The bidder represents and certifies as part of its bid/offer that it:

- Is a Section 3 Business concern.** *A Section 3 Business concern means a business concern:*
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- **Is Not a Section 3 Business concern but has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.**

**EFFORTS TO AWARD SUBCONTRACT TO SECTION 3 CONCERNS:**  
*(Check ALL that apply)*

\_\_\_\_\_ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

\_\_\_\_\_ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas of the applicable development(s) owned and managed by the Housing Authority.

\_\_\_\_\_ By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.

\_\_\_\_\_ By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.

\_\_\_\_\_ By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.

\_\_\_\_\_ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.

\_\_\_\_\_ By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

\_\_\_\_\_ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.

\_\_\_\_\_ By developing and utilizing a list of eligible Section 3 business concerns.

\_\_\_\_\_ By actively supporting and undertaking joint ventures with Section 3 businesses.

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS**  
*(Check ALL that apply)*

\_\_\_\_\_ By entering into a "first source" hiring agreements with organizations representing Section 3 residents.

\_\_\_\_\_ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.

\_\_\_\_\_ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.

\_\_\_\_\_ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

\_\_\_\_\_ By arranging interviews and conducting interviews on the job site.

\_\_\_\_\_ By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

I hereby certify that the above statements are true and correct representations of the bidder's efforts to comply with the training and employment provisions of Section 3.

Signature: \_\_\_\_\_

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

CHATTANOOGA HOUSING AUTHORITY

**SECTION 3 PROGRAM**

*Request for Person Seeking Section 3 Certification for Training and Employment*

I, \_\_\_\_\_, am a legal resident of the City of Chattanooga or Hamilton County, Tennessee.

My household has met the income eligibility guidelines for a Low- or Very Low-Income family as published below.

My permanent address is: \_\_\_\_\_  
 \_\_\_\_\_

I have attached the following documentation as evidence of my status:

- Copy of Lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

FAMILY INCOME LIMITS FOR HAMILTON COUNTY, TENNESSEE (Effective FY2010)  
 (Date)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$19600	\$22400	\$25200	\$27950	\$30200	\$32450	\$34700	\$36900
\$31300	\$35800	\$40250	\$44700	\$48300	\$51900	\$55450	\$59050

Top figures represent very low-income families; bottom figures represent low-income families

**SIGNATURE OF RESIDENT:** \_\_\_\_\_

<b><i>For CHA Use Only:</i></b>	
Verification Status:	
<ul style="list-style-type: none"> <li>• Public Housing Resident (Name of Development) _____</li> <li>• Low-Income Hamilton County Resident</li> <li>• YouthBuild Participant</li> </ul>	
Certified as Section 3 Eligible?	<ul style="list-style-type: none"> <li>• Yes</li> <li>• Category 1 or 2</li> <li>• Category 3</li> <li>• Category 4</li> </ul>
	<ul style="list-style-type: none"> <li>• No</li> </ul>

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CHATTANOOGA HOUSING AUTHORITY

INSTRUCTIONS TO PROPOSERS FOR SERVICE CONTRACTS

**I. PROPOSAL FORMS**

- A. All proposals must be submitted on forms furnished by the Chattanooga Housing Authority (CHA). The original proposal must be signed.
- B. Proposal forms shall be sealed in an envelope which shall be clearly labeled with the words "Proposal Documents," and shows the contract number, name of offeror, and date and time proposals are due.

**II. INTERPRETATIONS**

No oral interpretation will be made to any offeror. Every request for interpretation shall be made in writing and any inquiry received seven (7) or more days prior to the date fixed for receiving proposals will be given consideration. Interpretations will be in the form of addenda, which will be on file in the office of CHA at least seven (7) days prior to the submission date. In addition, addenda will be mailed to each offeror of record, but it shall be the offeror's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all offers shall be bound by such addenda, whether or not received by the offerors.

**III. NONCOLLUSION AFFIDAVIT**

Each proposer submitting an offer for any portion of the work contemplated by the proposal documents shall execute an affidavit, in the form provided by CHA to the effect that it has not colluded with any other person, firm or corporation in regard to any offer submitted. Such affidavit shall be attached to the proposal.

**IV. OFFEROR'S EXPERIENCE**

Before an offer is considered for award, the offeror may be requested by CHA to submit a statement regarding any previous experience in performing comparable work, its business and technical organization, and financial resources.

**V. TIME FOR RECEIVING OFFERS**

- A. Proposals received prior to the submission date will be securely kept and unopened. A specified date and time to open the proposals will be determined by a designated CHA employee. No proposal received thereafter will be considered except when a proposal arrives by mail after the time fixed for submission, prior to award, and is shown to the satisfaction of the officer authorized to make the award that the tardiness was due solely to delay in the mail for which the offeror was not responsible. No responsibility will attach to CHA or its employees for the premature opening of a proposal not properly addressed and identified. Unless specifically authorized, telegraphic offers will not be considered, but modification by telegraph of proposals already submitted will be considered if received prior to the date and time for

The Chattanooga Housing Authority (CHA)

submission and written confirmation of such modification over the signature of the offeror is placed in the mail and postmarked prior to the proposal opening.

- B. Offerors are cautioned that, while telegraphic modifications of offerors may be received as provided above, such modifications, if not explicit and if in any way subject to misinterpretation, shall make the offer so modified or amended subject to rejection.

**VI. OPENING OF PROPOSALS**

All responsible and reasonable offers received by the submission date will be considered. No public bid opening will be held.

**VII. WITHDRAWAL OF OFFERS**

Offers may be withdrawn on written or telegraphic request dispatched by the offeror in time for delivery during the normal course of business prior to the submission date, provided written confirmation of any telegraphic withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal submission.

**VIII. AWARD OF CONTRACT/REJECTION OF OFFERS**

- A. The contract will be awarded to the responsible offeror submitting a proposal complying with the conditions of the Request for Proposals and whose proposal is reasonable and considered to be in the best interest of CHA. The offeror to whom the award is made will be notified at the earliest practical date. CHA, however, reserves the right to reject any and all proposals whenever such rejection or waiver is in the best interest of CHA.
- B. CHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on a list of contractors ineligible to receive awards from the United States, as furnished from time to time by the U.S. Department of Housing and Urban Development.
- C. CHA also reserves the right to reject a proposal of any offeror who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills and otherwise disregarded its obligations to subcontractors, materialman, employees, and creditors.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

SAMPLE CONTRACT  
CONTRACT NO. \_\_\_\_\_

Between  
CHATTANOOGA HOUSING AUTHORITY  
And

\_\_\_\_\_  
(Federal ID No. \_\_\_\_\_)

**BEDBUG TREATMENT & CONTROL - AUTHORITY-WIDE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **Chattanooga Housing Authority** (hereinafter referred to as the "HA" or "CHA") and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

- A. The contents herein as may be amended.
- B. Contractor's proposal dated September \_\_, 2011.
- C. HA's Request for Proposals (RFP) dated August 19, 2011 and addenda.

Incorporated by reference is any document or clause issued as a part of RFP #O-348-00 and any document referenced herein that has not been attached, and a copy of each such document is available from the HA upon written request for such. The mention herein of any statute or executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this Agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

WITNESSETH:

WHEREAS, the HA and Contractor desire to enter into a Contract for Bedbug Treatment and Control the HA's public housing developments and administrative buildings,

NOW, THEREFORE, the HA and Contractor mutually agree as follows:

The Chattanooga Housing Authority (CHA)

1. Scope of Services

Contractor will provide the following services and all other services in accordance with the Scope of Work/Technical Specifications contained in the RFP #O-348-00 for Bedbug Treatment and Control and in Contractor's written proposal dated September \_\_\_\_, 2011, which are enclosed herein and made a part of this Agreement:

A. Contractor shall provide inspection, treatment, and control for bedbugs at the various CHA public housing developments and administrative buildings as may be requested.

B. Contractor shall provide such services by utilizing the materials and methodologies agreed upon by Contractor and HA.

C. Contractor shall provide all necessary equipment, materials, transportation/delivery, and labor to provide such services.

D. This is a "living" Contract. Assignments will be made on an as-needed basis with Task Orders issued by purchase orders against the Contract utilizing the Unit Prices on the Fixed Fee Schedule (Attachment B), which also contains a complete list of all HA properties. A list of addresses and contact personnel is included in Attachment J.

2. Term of Contract

Services under this Agreement shall commence on or about October 1, 2011. The initial Contract period shall be one (1) year. The HA may elect, at its sole discretion, to renew this Contract annually for one (1) additional year at a time for up to four (4) additional years, for a potential five-year term.

3. Fees and Compensation

The HA will pay Contractor for all said services at the Unit Prices provided in the Fixed Fee Schedule (Attachment B) within this Contract for an estimated **TOTAL NOT TO EXCEED (NTE) \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_)** for the initial one-year (1-year) Contract period. Needs may fluctuate during the course of the Contract; assignments shall be made with Task Orders issued by separate purchase orders. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA will pay Contractor only for those services performed and materials supplied. Contractor exceeds the NTE amount at his/her own risk. Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written amendment.

4. Price Changes

As part of its Supplier Excellence Initiative the HA expects its contractors to strive for continuous improvement in their operations, thereby improving quality and service to the HA. An element in this quality is the price of products and services. The Contractor shall look for ways to reduce costs and pass savings along to the HA in the form of stable or reduced prices.

The HA will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its supplier(s) through innovative approaches such as volume purchasing or helping supplier control its costs. The HA will not consider any price

increase for the first 365 days of the Contract. Thereafter, the HA will only consider one price increase per year per manufacturer.

A. Price increases for all affected items shall be submitted for consideration to the Contracting Officer only on an annual basis. No Unit Price shall be increased unless the Contractor's unit cost is increased.

B. Items will be furnished at price in effect at time the Request for Delivery is sent to the Contractor. Requests for increases must be submitted to the Contracting Officer in writing or on disks with sufficient data to support the requested increase(s). The HA will evaluate requests for price increases and if acceptable the revised prices will be made effective on the date of receipt or the effective date of the increase, whichever is later.

C. If the Contractor's net prices to others for like kind and quantity as those ordered by the HA are reduced, the Contractor agrees to give the HA the benefit of such reductions and to notify the Contracting Officer within thirty (30) days of the change. Price reductions will become effective on the date of such reductions to Contractor's other customers. Price reductions shall include manufacturer's normal and year-end rebates and/or credits.

D. Any changes in pricing structures identified in the Contractor's offer shall be negotiated with the HA. (A change of structure is when a manufacturer changes both published price lists and discount scheduled for such lists).

If, as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this Contract shall, subject to the following provisions, be adjusted accordingly. Prompt notice of price changes (increases or reductions) must be furnished to the Contracting Officer. The effective date of price increases shall be the date notice is received by the Contracting Officer or the effective date of the increase stated in the Contractor's notice to the Contracting Officer, whichever is later. The effective date of price reductions under this Contract shall be the effective date of such reductions. Price changes shall apply only to requests for delivery placed after the effective date of such changes. A request for delivery will be deemed to have been placed on the date received by the Contractor. However, if a price change results in a price increase which the Contracting Officer, in his or her sole discretion, determines to be unacceptable to the HA or not proven to be applicable to all customers, the HA, in lieu of paying the increased price, may upon written notice, cancel the remainder of the Contract (including any orders mailed by the HA without knowledge of the price increase if canceled within five days of receipt of notice of the increase) without liability to either party. Notwithstanding the foregoing, prices will remain firm at least from the date of the Contractor's offer through 365 days after Contract award; and price increases shall not be applicable to this Contract during that period without regard to any price increases by the Contractor to its other customers, and thereafter the allowable price adjustment increases allowed by the HA shall not be proportionately larger than the general price increases to all Contractor's other customers.

#### 5. Payment for Services

Contractor shall prepare and submit separate invoices to each individual public housing site (per the list provided) and for separate purchase orders.

At a minimum, the invoice shall detail the following information:

- A. Unique invoice number
- B. Contractor's name, address, and telephone number
- C. Date of invoice and/or billing period
- D. Applicable Contract No. \_\_O-348-00
- E. Applicable Purchase Order number
- F. Itemized Services Rendered
- G. Itemized and Total dollar amount being billed

The HA will pay each such properly completed invoice received thirty (30) days from receipt of invoice or acceptance of service, whichever is later. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this Contract.

#### 6. Warranty

The Contractor warrants that all goods and services:

- A. Comply with the Contract;
- B. Are free from latent and patent defects in design, materials, and workmanship;
- C. Are suitable and adequate for the purposes for which they were designed and for other purposes, if any, specified in agreement; and
- D. Will give efficient and satisfactory service for one (1) year after their first operation (in case of equipment) or use by the HA in actual service, or, if the agreement provides for an acceptance test, for one (1) year after they have passed such test.

The Contractor shall at its expense, reperform services or remove, repair, replace, and install goods, or parts thereof, which prove defective or deficient in violation of this warranty provision. Any transportation costs associated with such repair or replacement shall also be borne by the Contractor. If it is impractical for the HA to wait for the Contractor, the HA may perform such actions at the Contractor's expense.

Materials, equipment, or work, or parts thereof, which fail to meet the warranties or other Contract guarantees or requirements may be rejected. However, if correction can be made through minor alterations or replacement of minor parts, and the Contractor proceeds immediately to make required corrections, the goods or services shall not be rejected because of defects or deficiencies so corrected. Correction shall not extend performance time or prevent any claim for damages resulting from delay in performance or from any other cause. Operation or use by the HA of goods or services or any part thereof shall not constitute a waiver of the HA's rights under this Contract.

Any reperformed service or repair or replacement will be warranted as provided in (A) through (D) above.

The Contractor warrants that all goods or services are free from claims, demands, and encumbrances and that it will defend title thereto.

The foregoing warranties and remedies are in addition to any specific warranties, guarantees, or remedies contained in this agreement or available at law.

7. Right To Audit

A. Examination of Costs. The Contractor shall maintain, and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement and as to which the Contractor seeks reimbursement or payment under any provision of this agreement. This right of examination and audit shall include inspection at all reasonable times of the Contractor's facilities, or parts of them, engaged in performing the agreement.

B. Cost or Pricing Data. If the Contractor has submitted cost or pricing data in connection with pricing this agreement or any modification to this agreement, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to proposing, negotiating, pricing, or performing the agreement or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination and audit shall extend to all information necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

C. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

D. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs 1. and 2. above, for examination, audit, or reproduction, until 3 years after final payment under this agreement, or for any shorter period specified in this agreement, or for any longer period required by statute or by other clauses of this agreement. In addition: (1) this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and (2) records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this agreement shall be made available until such appeals, litigation, or claims are disposed of.

E. The Chief Financial Officer, his or her representative, shall have the same rights of examination and audit hereunder as those of the Contracting Officer.

F. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph, in all subcontracts over \$10,000 under this agreement, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the HA prime agreement.

8. Funding Restrictions and Order Quantities

The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

- A. Funding is not available;
- B. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

C. The HA's requirements in good faith change after award of the contract.

#### 9. Termination of Contract

This Contract and all services to be rendered hereunder may be terminated by HA at any time with or without cause, by giving the Contractor ten (10) days written notice of such termination. In such event, all finished and unfinished documents, project data, reports and work papers shall, at the option of the HA, become its property and shall be delivered to it or to any party it may designate. In the event such termination is made for cause, compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination. "Cause" is defined as the willful or grossly negligent failure of either party to comply substantially with the terms of this Contract. In the event of termination other than for cause, the HA shall pay Contractor for all services performed and expenses incurred until such termination becomes effective and any subsequent services performed or expenses incurred if such subsequent services or expenses are requested by HA.

#### 10. Insurance Requirements

All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the Contract period, Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify the HA as provided in provision 15 below, but maintenance of such approved insurance shall be a condition precedent to the payment to Contractor of the compensation for the work and services provided for herein. All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA; **must list Chattanooga Housing Authority as the Certificate Holder and as "Additional Insured;" list the sites/work; and be original documents.** Before commencing work, Contractor shall furnish HA with Certificate(s) of insurance showing the following insurance is in force and will insure all operations under the Contract:

A. Workers Compensation, in accordance with the laws of the State of Tennessee, showing insurance carrier and coverage amount.

B. Commercial General Liability (naming the HA as an Additional Insured, along with the applicable endorsement) with a combined single limit for bodily injury and property damage of not less than **\$1,000,000.00** per occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000.

C. An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000.

D. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in conjunction therewith for a combined single limit for bodily injury and property damage of not less than **\$500,000.00** per occurrence. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payment of \$5,000.

E. Failure to maintain the above-referenced insurance coverage, including naming the Chattanooga Housing Authority as Additional Insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.

F. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

Debbie Chadwick  
Procurement Department  
CHATTANOOGA HOUSING AUTHORITY  
P.O. Box 1486  
Chattanooga, TN 37401-1486

#### 11. Financial Viability and Regulatory Compliance

A. The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

B. The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the HA in writing within five (5) days of such notification received will constitute a material breach of this Contract.

C. The Contractor further agrees to promptly disclose to the HA any change of more than fifty percent (50%) of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than fifty percent (50%) of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

D. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to HA within the time periods required herein.

#### 12. Permits

Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HA or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

#### 13. Health, Safety and Accident Prevention

In performing this contract, Contractor (and subcontractors) shall:

A. Comply with all safety regulations and standards governing this type of labor as issued by the Secretary of Labor and by all local, state, and federal entities.

B. Protect the lives, health, and safety of employees and all other persons.

C. Prevent damage to property, materials, supplies, and equipment.

14. Taxes

All persons doing business with the HA are hereby made aware that the HA is exempt from paying Tennessee State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

15. Jurisdiction of Law

The laws of the State of Tennessee shall govern the validity, construction, and effect of this Agreement, unless said laws are superseded by, or in conflict with, applicable Federal laws and/or Federal regulations. This Agreement will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Hamilton County, Tennessee is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney fees and costs incurred by such prevailing party. This Agreement may be signed in counterparts.

16. Official, Agent, and Employees of the Authority Not Personally Liable

In no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or Agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this Agreement.

17. Limitation of Liability

In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

18. Indemnification Clause

Contractor agrees to indemnify, hold harmless, and defend the HA, their Commissioners, employees, officers and agents, from and against all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorney fees), which the HA may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or property damage to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders for work done pursuant to the terms of this agreement, except liability for personal injury, property damage and/or loss of life or property caused by the sole negligence of the HA. Nothing contained herein shall waive any privileges or immunities set forth under the Tennessee Governmental Tort Liability Act.

19. Waiver of Breach

A waiver of either party of any terms or conditions of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of

any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

20. Validity

Should any part, term, or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

IN WITNESS WHEREOF, the HA and Contractor have caused this Agreement to be executed by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_, 2011.

CHATTANOOGA HOUSING AUTHORITY

WITNESS:

\_\_\_\_\_

BY:

\_\_\_\_\_  
Elizabeth F. McCright  
Contracting Officer

\_\_\_\_\_  
(License # \_\_\_\_\_)

WITNESS:

\_\_\_\_\_

BY:

\_\_\_\_\_  
Name  
Title

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2010)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2008)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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**MINORITY AND WOMEN'S BUSINESS OR INDIAN ENTERPRISE OPPORTUNITY**

a. MBE Goal

Under Executive Orders 11625 and 12432, the PHA, as part of its affirmative action program, shall provide every feasible opportunity for minority business enterprises (MBEs) to participate in bidding for Modernization work. The PHA shall establish, through Board resolution, the goal of at least 20 percent of its approved federal grant funds to be awarded to contracts with MBE construction contractors, A/E's, or consultants (for both physical and management improvements), or to be purchased from MBEs under the HUD Consolidated Supply Program. The 20 percent goal is not a mandatory set-aside. Where the main construction contract is awarded to an MBE, the PHA shall count the entire dollar amount of the contract toward the MBE goal. Where the main construction contract is not awarded to an MBE, the PHA shall count the dollar value of such subcontract(s) toward the MBE goal. The PHA shall not double count the dollar value of the main construction contract and any of its subcontracts. The PHA shall report its MBE progress on Form HUD-2516, Contract and Subcontract Activity Report for Public and Indian Housing Programs.

b. Definitions

- (1) MBE means a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include Blacks, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, Aleuts, Hasidic Jews, Asian Pacific American, and Asian Indians.
- (2) Owned or controlled by one or more socially and economically disadvantaged person(s) means that a socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possess at least 51 percent of the ship of the business, and its management and daily business operations are controlled by such persons.

c. Bid or Solicitation Process

To ensure that MBEs are aware of Modernization bid opportunities, the PHA may wish to adopt the following suggested techniques, in addition to its existing procedures, for publicizing upcoming Invitations for Bid or Requests for Proposals (see Chapter 9):

- (1) Timely advertisement in media with a largely minority audience;
- (2) Solicitation of bids or requests for proposals directly from MBEs;
- (3) Posting of signs around the project and in the PHA management office and local stores;
- (4) Notification of community organizations, public or private institutions and trade associations; and

(5) Notification of the tenant organization if any.

d. Women's Business Enterprises

Under Executive Order 12138, both PHAs and IHAs shall take appropriate affirmative action to assist women's business enterprises and shall maintain information and reports.

e. Indian Enterprises

In accordance with the Indian Determination and Education Assistance Act and the Indian Housing Regulation (24 CFR Part 905), IHAs shall, to the greatest extent feasible, give preference in the award of Modernization contracts during any FFY to Indian organizations and Indian-owned economic enterprises, as defined in 24 CFR 905.106 (a).

ENVIRONMENT

Before approving federal grant funds, HUD will comply with all applicable requirements of 24 CFR Part 50, implementing the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.), and related requirements of 24 CFR 50.4, pertaining to overlaying environmental laws, Executive Orders and HUD standards. The Field Office shall document compliance with these requirements on Forms HUD-4128 and 4128.1, as appropriate (see paragraph 3-22).

(Per 24 C000FR 50.4)

**CIVIL RIGHTS COMPLIANCE**

A. The PHA shall comply with:

(1) In the case of Indian Housing Authorities (IHAs):

- (a) Title II of the Civil Rights Act of 1968 (Indian Civil Rights Act) (25 U.S.C. 1301-1303) or Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601-3619), as applicable. The Indian Civil Rights Act is applicable (Title VI and Title VIII are inapplicable) to IHAs established by exercise of a tribe's powers of self-government. In the case of an IHA established under State law, the applicability of the Indian Civil Rights Act (or of Title VI and Title VIII) will be determined by HUD on a case-by-case basis in accordance with 24 CFR 905.105;
- (b) Where Title VI and VIII are applicable, Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), 24 CFR Part 146, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.
- (c) Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)); and
- (d) Executive Order 11246 (30 FR 12319) to the maximum extent consistent with, but not in derogation of compliance with, Section 7(b) of the Indian Self-Determination and Education Assistance Act.

(2) In the case of all other PHAs:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part 1; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100; Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Employment Opportunity), and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (12 U.S.C. 1701u), 24 CFR Part 135; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.
- (b) Except for modernization work of an emergency nature, affecting the life, health, and safety of tenants, HUD will not approve a modernization program if:
  - (1) There is a pending civil rights suit against the PHA instituted by the Department of Justice;

**CIVIL RIGHTS COMPLIANCE**

Page 2

- (2) There are outstanding HUD findings of PHA noncompliance with civil rights statutes, executive orders, or regulations as a result of formal administrative proceedings, unless the PHA is implementing a HUD-approved tenant selection and assignment plan or compliance agreement designed to correct the area(s) of noncompliance; or
  - (3) There has been a deferral of the processing of applications from the PHA imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 1.8) and procedures (HUD Handbook 8040.1).
- (c) Section 3 of HUD Act of 1968. Under Section 3 of the HUD Act of 1968, as amended, the PHA shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county), as determined by the Secretary, in which the project is located; and that contracts for work be awarded to business concerns which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project, provided that the contract award complies with State and local law and Federal requirements. (Refer to 24 CFR Part 135).

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and **Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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**PUBLIC HOUSING and CHA-MANAGED DEVELOPMENT SITES**

**COLLEGE HILL COURTS**

1300 Grove St 37402  
TN4-1 (497 Units)  
(423) 752-4870  
Fax: 648-7826  
Mgr: Trina DeSouza  
(423) 421-0613  
[tdesouza@chahousing.org](mailto:tdesouza@chahousing.org)  
Maint: Mel Bryant  
(423) 421-2658

**EAST LAKE COURTS**

2600 4<sup>th</sup> Avenue, 37407  
TN4-2 (417 Units)  
(423) 752-4885  
Fax: 648-7790  
Mgr: Aletta Hudson  
(423) 421-5647  
[ahudson@chahousing.org](mailto:ahudson@chahousing.org)  
Maint: Ricky Hinton  
(423) 421-5663

**HARRIET TUBMAN DEV.**

2006 N. Hawthorne St, 37406  
TN4-3 (440 Units)  
(423) 752-4860  
Fax: 648-2161  
Mgr: Nancy Maddox (Acting)  
(423) 421-4213  
[nmaddox@chahousing.org](mailto:nmaddox@chahousing.org)  
Maint: Jason Farmer  
(423) 421-5655

**MARY WALKER TOWERS**

**(\*1)**  
2501 S. Market Street, 37408  
TN4-7 (153 Units)  
(423) 752-4892  
Fax: 648-7694  
Mgr: Rachel Denton  
(423) 421-5031  
[rdenton@chahousing.org](mailto:rdenton@chahousing.org)  
Maint: Robert Craven  
(423) 421-5043

**EMMA WHEELER HOMES**

4900 Edinburg Drive, 37410  
TN4-8 (340 Units)  
(423) 752-4883  
Fax: 821-9801  
Mgr: Georgie Moody  
(423) 421-5647  
[gmoody@chahousing.org](mailto:gmoody@chahousing.org)  
Maint: Glenn Ford  
(423) 421-5628

**BOYNTON TERRACE APTS.**

**(\*1)**  
955 Boynton Drive, 37402  
TN4-10 (250 Units)  
(423) 752-4865  
Fax: 648-7764  
Mgr: Wanda Autry  
(423) 421-5031  
[wautry@chahousing.org](mailto:wautry@chahousing.org)  
Maint: Earl Ayers  
(423) 421-5642

**GREENWOOD TERRACE, LLC**

3056 Dee Drive, 37406  
TN4-33 (98 Units)  
(423) 752-4191 or 4187  
Fax: 648-2604  
Mgr: Yashika Ward  
(423) 595-1955  
[yward@chahousing.org](mailto:yward@chahousing.org)  
Maint: Robert Lockett  
(423) 595-0482

**SCATTERED SITES (4 SITES)**

**(Use Greenwood Terrace address/info above)**

**Glenwood Heights East**

2516 Judson Lane, 37406  
TN4-12 (29 Units)

**Missionary Heights Apts.**

500 Latimore Street, 37406  
TN4-12 (44 Units)

**Glenwood Heights North (\*2)**

107 Devel Lane, 37405  
TN4-12 (14 Units)

**Woodside Ave. Apts.**

3012 Woodside Avenue, 37407  
TN4-12 (24 Units)

**CROMWELL HILLS APTS.**

3940 Camellia Drive, 37421  
TN4-21 (200 Units)  
(423) 752-4888  
Fax: 648-7522  
Mgr: Connie Fisher  
(423) 595-1645  
[cfisher@chahousing.org](mailto:cfisher@chahousing.org)  
Maint: Mike Woods  
(423) 421-5651

**GATEWAY TOWERS (\*1)**

1100 Gateway Avenue, 37402  
TN4-22 (143 Units)  
(423) 752-4890  
Fax: 648-7642  
Mgr: Rachel Denton  
(423) 421-5031  
[rdenton@chahousing.org](mailto:rdenton@chahousing.org)  
Maint: Robert Craven  
(423) 421-5043

**DOGWOOD MANOR (\*1,3)**

959 Gateway Avenue, 37402  
(136 Units)  
(423) 668-2323  
Fax: 266-0837  
Mgr: Anthony Fears  
(423) 421-2254  
[afears@chahousing.org](mailto:afears@chahousing.org)  
Maint: Tim Gardner  
(423) 421-3153

\*1 = 50 Years & Older

\*2 = Entire Site Subleased for Special Program

\*3 = City Property Managed by CHA

Rev. 8/22/11

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**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that \_\_\_\_\_ who signed this proposal on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and on behalf of said corporation by authority of its Board of Directors; and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Secretary

(Seal)

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person who  
executed the above instrument, and who, being duly sworn, did depose and say that \_\_\_\_\_ is a  
\_\_\_\_\_ in the firm of \_\_\_\_\_

and that said firm consists of Affiant and \_\_\_\_\_

\_\_\_\_\_, and that Affiant executed  
the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no  
one except the above-named members of the firm have any financial interest whatsoever in said  
proposed contract.

\_\_\_\_\_  
(Affiant)

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**STATEMENT OF LICENSE CERTIFICATE**

This is to certify that \_\_\_\_\_

has fully complied with all the requirements to perform work in the State of Tennessee and has

been issued Business License No. \_\_\_\_\_ on \_\_\_\_\_, by the  
*(latest renew date)*

\_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
*(Company)*

\_\_\_\_\_  
*(Signature)*

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

**STATEMENT OF LICENSE CERTIFICATE**

This is to certify that \_\_\_\_\_ has fully complied with all the requirements of Tennessee Code Annotated Section 62-6-101 et seq. The Contractor's license number and date of registration, expiration date, and that part of classification applying to the bid shall appear on the envelope containing the bid, otherwise the bid will not be considered.

\_\_\_\_\_ was issued  
Certificate No. \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, by  
*(latest renew date)*  
the State Board for Licensing General Contractors.

\_\_\_\_\_  
*(Company)*

\_\_\_\_\_  
*(Signature)*

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

## EQUAL EMPLOYMENT OPPORTUNITY (EEO)

\_\_\_\_\_ (CONTRACTOR) is an equal opportunity employer and, during the performance of this contract, the CONTRACTOR agrees to abide by the equal opportunity goals of the CHATTANOOGA HOUSING AUTHORITY as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CHATTANOOGA HOUSING AUTHORITY setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development (HUD) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include this entire document in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that each provision will be binding upon each

**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

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subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, the CHATTANOOGA HOUSING AUTHORITY shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government.

Under Executive Order 11246, as amended, the CHATTANOOGA HOUSING AUTHORITY shall advise all construction-related contracts over \$500,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, the CHATTANOOGA HOUSING AUTHORITY is responsible for determining compliance with the EEO clause.

\_\_\_\_\_  
*(Signature/Title)*

\_\_\_\_\_  
*(Company)*

\_\_\_\_\_  
*(Date)*

**AFFIRMATIVE ACTION PLAN**

**for**

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\_\_\_\_\_, hereinafter called "**CONTRACTOR**," is an equal opportunity employer and during the performance of this contract, the **CONTRACTOR** agrees to abide by the following Affirmative Action Plan:

1. **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. **CONTRACTOR** shall in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. **CONTRACTOR** shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the **CONTRACTOR'S** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. It is the goal of **CONTRACTOR** to have a workforce with a minimum of \_\_\_\_\_ percent minority and \_\_\_\_\_ percent female employees.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race and sex who are expected to be utilized on this project.

**REQUEST FOR PROPOSALS (RFP) NO. O-348-00, Bedbug Treatment & Control**

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6. During the term of this contract, the following nondiscriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help-wanted ads placed in newspapers or other publications shall contain the phrase "Equal Opportunity Employer."
  - b. Maintain systematic contacts with minority groups and human relations organization.
  - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
  
7. During the term of this contract, **CONTRACTOR**, upon request of the Chattanooga Housing Authority, will make available for inspection by the Chattanooga Housing Authority copies of payroll records, personnel records, and other records and/or documents that may be used to verify **CONTRACTOR'S** compliance with these equal opportunity provisions.
  
8. **CONTRACTOR** agrees to notify the Chattanooga Housing Authority of any failure or refusal on the part of the **CONTRACTOR** or any Subcontractors to comply with the equal opportunity provisions as set forth. Any failure or refusal to comply with the aforementioned provisions by the **CONTRACTOR** and/or Subcontractors shall be a breach of this contract.

\_\_\_\_\_  
(*CONTRACTOR*)

BY: \_\_\_\_\_  
(*Authorized Official*)

TITLE: \_\_\_\_\_

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

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# Certification of Payments to Influence Federal Transactions

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

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Applicant Name

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Program/Activity Receiving Federal Grant Funding

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The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)