

**CHATTANOOGA HOUSING AUTHORITY (CHA)
REQUEST FOR PROPOSALS**

Developer Partner for the Westside Evolves Transformation Plan

RFP #D-952-00

SUBMISSION DATE: OCTOBER 31, 2022

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I. INTRODUCTION AND BACKGROUND

The Chattanooga Housing Authority (“CHA”) invites interested developers to submit proposals for the redevelopment of the mixed-used housing plan included in the Westside Evolves Transformation Plan (“The Plan”) which can be reviewed [HERE](#). The Plan calls for the following:

A. Demolition and redevelopment of several critical sites in the community

1. *Youth and Family Development campus (YFD)*: YFD is owned by the City of Chattanooga and will transfer ownership of the YFD land to the CHA. This site is targeted as the first site for housing development, allowing CHA to start construction off site before any residents must relocate. The YFD site is currently home to the city’s YFD administrative offices and a 60-seat Head Start facility. Relocation of the administrative offices is expected by Fall 2022 and the Head Start program will be moved to the rehabilitated James A. Henry school building in the neighborhood once it has been renovated (see description of the James A. Henry redevelopment below). All existing structures on site will be demolished once the relocation is complete.
2. *College Hill Courts*: College Hill Courts is a 22-acre property with 56 two- and three-story buildings including 497 public housing units and is owned and managed by CHA. Demolition and construction will be phased with the preservation of one existing building adjacent to the James A. Henry campus in recognition of the historic significance of the site. This building is proposed to be rehabbed and repositioned as potential live-work incubator space and artist studios. CHA is in the process of securing HUD Section 18 demolition/disposition approval for this site. Part 58 Environmental Review is underway and expected to be completed by September.
3. *Gateway Tower*: Gateway Tower is a 12-story senior high-rise apartment that has 132 public housing units and is owned and managed by CHA. The building will be demolished and the Plan calls for the replacement of a comparable number of senior apartments in mixed income communities. CHA will submit a Section 18 disposition application for HUD approval in 2023.
4. *CHA-owned parking lots*. The Plan includes opportunities to build housing on multiple CHA-owned parking lots that are identified in the attachments.

In addition to the primary sites noted above, the Plan includes proposed development on privately-owned sites that may become available over the next several years. Should these sites become

available, CHA may offer these sites to the selected developer partner for development. However, for purposes of a response to this RFP, these sites are currently excluded from consideration.

B. Implementation of a Relocation and Supportive Services Plan focusing on Public Housing Families

There are 629 public housing units with families who are in need of a range of supportive services to assist their families to have better outcomes. CHA intends to hire an entity to lead the supportive services efforts for families via a separate procurement.

C. Development of Critical Neighborhood Amenities including the rehabilitation and expansion of James A. Henry School, improvements to Sheila Jennings Park, introduction of new parks and open spaces throughout the site and ground-floor retail and services spaces in mixed-used buildings.

Existing Neighborhood



Chattanooga Housing Authority: CHA, chartered in 1938 pursuant to the Tennessee Housing Authorities Law, is a public non-profit corporation which carries out public housing and urban development programs as its primary activities. CHA exists to provide safe, decent, affordable housing; while promoting those community service programs that encourage the education, personal development, and wealth-building capabilities of the residents and participants they serve, in the most customer-friendly, cost-effective manner. CHA helps provide rental housing for eligible low-income families, the elderly, and persons with disabilities. CHA owns and manages 2,732 rental units and administers 3,996 Section 8 Vouchers.

CHA partnered with the City of Chattanooga (the City) and Chattanooga Design Studio (CDS) to jointly develop the Plan, which includes both CHA- and City-owned sites. CHA, the City and CDS will be active participants in the selection of a developer partner and during the implementation of the Plan.

The main objective of this Request for Proposals (RFP) is to receive submittals from qualified master developer teams with the capacity and experience to work collaboratively with CHA, residents and local stakeholders to implement the vision of the Westside Evolves Transformation Plan. The Plan was created with strong community engagement to catalyze the transformation of the Westside through partnership between CHA, the City, CDS, and the private sector. Developer partners will be expected to adhere to the goals and objectives of the Plan, although proposed plan refinements will be considered as part of this proposal effort. **THE PROGRAMMED NUMBER OF RESIDENTIAL UNITS, ARE CONSIDERED A FLOOR (OR MINIMUM) AND THERE CAN BE NO LOSS OF EXISTING AFFORDABLE UNITS.**

Qualified developers with experience in mixed-income and mixed-use development are encouraged to submit a response to this RFP. Developers will be evaluated on their development and property management capacity, prior performance successfully developing and managing mixed-income, mixed-use, and mixed-finance communities, experience working collaboratively with public housing authorities, proposed site plan and implementation plan, financial feasibility of the site-specific proposal, and business terms.

II. WESTSIDE EVOLVES OVERVIEW AND DEVELOPMENT OPPORTUNITIES

The Plan represents an unprecedented collaboration with the City of Chattanooga, the Chattanooga Design Studio, Westside residents, and many local stakeholders. It formulates a framework for redevelopment of publicly owned sites to catalyze the transformation of the historic Westside; preserves existing affordable units; builds net new additional affordable and unsubsidized housing; deconcentrates poverty through a mixed-income and mixed-use approach to provide a range of housing options; leverages the value of publicly-owned land and investments; and guarantees that existing families living at CHA sites have a right-to-return. Furthermore, the plan introduces expanded options for non-residential components including retail, parks and open spaces, community-serving amenities, and improved infrastructure.

The 12+ month planning process was facilitated by EJP Consulting Group with a team of partners and concluded with a Concept Plan for both City/CHA-owned sites and the broader neighborhood based on input received through analysis of existing conditions, resident surveys, community conversations, and market and economic studies. Responders will need to submit a proposal that works within the Westside Evolves framework. However, the Westside Evolves housing program and affordability matrix should be considered a floor or minimum expectation. CHA is open to strategies that consider redevelopment in a variety of ways and encourages respondents to be creative in their approach. Partnerships are also encouraged, especially for sites with significant retail/non-residential components.

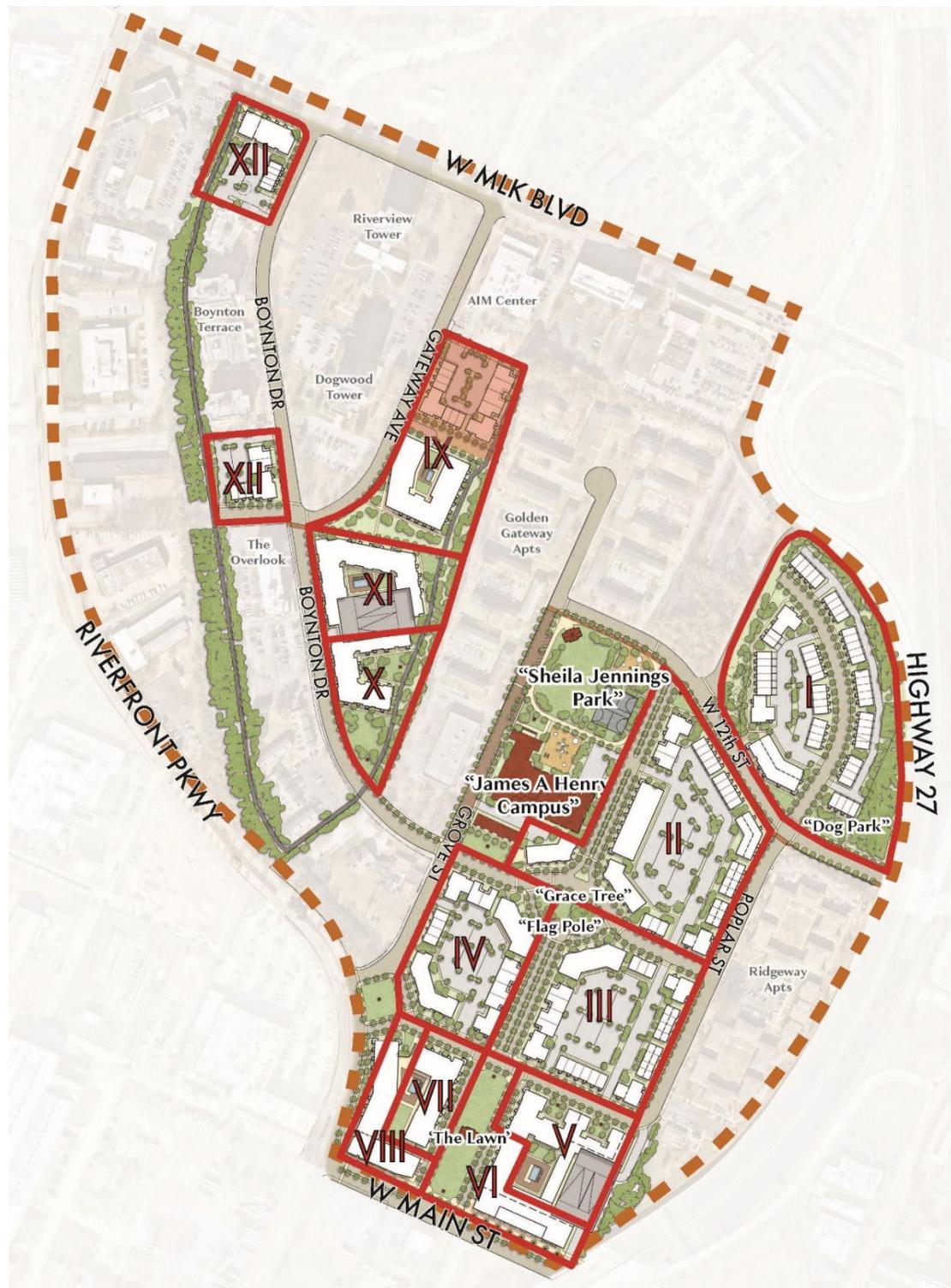
2.1 The Westside Evolves Transformation Plan Program Summary

The initial implementation of the Plan focuses only on CHA and City-owned sites that together comprise nearly 30-acres of the Westside neighborhood. It contemplates the replacement of all 629 existing public housing units at College Hill Courts and Gateway Tower combined and the development of approximately 1,783 total units, the repositioning of the existing James A. Henry school as hub of community activities anchored by a Head Start facility, improves the existing Sheila Jennings park, and expands parks and amenity space throughout the site and introduces opportunities for mixed-use spaces throughout. The housing plan will be phased to build first on the YFD site to minimize resident displacement and maximize one-way moves. Additional details about the Westside Evolves Transformation Plan can be found at <https://www.westsideevolves.com/thevision>.

Affordability Mix

	<i>Baseline Plan</i>	%
<i>Replacement Units (0-30% AMI)</i>	629	35%
<i>Tax Credits Restricted Affordable (31-60% AMI)</i>	178	10%
<i>Workforce (61-80% AMI)</i>	267	15%
<i>Market/Unrestricted (81%+ AMI)</i>	709	40%
<i>Total</i>	1,783	100%

Development Summary					
<i>Phase</i>	Blocks	Res Units	Non-res SF	Parking	Demo Unit
<i>I</i>	I, J	119	-	68	YFD Building
<i>II</i>	E1, E2	193	87,476	227	89
<i>III</i>	C	117	-	142	117
<i>IV</i>	D	117	-	105	85
<i>V</i>	A1	158	-	375	47
<i>VI</i>	A2	167	16,000	-	65
<i>VII</i>	B2	94	-	-	46
<i>VIII</i>	B1	156	9,000	270	36
<i>IX</i>	U2, N	237 (200)	-	144	-
<i>X</i>	H2	217	-	-	-
<i>XI</i>	H1	145	-	375	132
<i>XII</i>	P, W	63	-	92	-
<i>Totals</i>		1,783	107,476	1,807	617



Plan and Phased Strategy

2.2 Objective

Responses from qualified developer partners must adhere to the following objectives:

- 1) Include **replacement unit requirement** and **preferred concept plans** in proposal. Replacement units must be integrated across phases and building types with no one phase or building segregated as 'affordable' only.
- 2) Adhere to a **build first** strategy where replacement units are delivered in a manner that minimizes off site moves and supports responsible relocation planning.
- 3) Create a vibrant **mixed-income and mixed-use** neighborhood that is the highest and best use of the land.
- 4) Incorporate best practices in **resiliency and environmental sustainability**, "green" design and construction as well as sustainable management practices to create a healthy environment and optimal energy efficiency through the incorporation of on-site renewable energy with adherence to LEED or green community certification standards.
- 5) Establish an **accessible, pedestrian-oriented environment** that can serve as a model of effective accessibility through an improved street network, new and enhanced open space, and quality design.
- 6) Promote **community interconnectivity** among residents, neighborhood, and the larger Chattanooga community. Integrate the redeveloped sites into the fabric of the surrounding area.
- 7) Foster **meaningful engagement of residents and other stakeholders** throughout the implementation period.
- 8) Integrate **art and culture** in both design and implementation and as an intersection for bringing community together.
- 9) Create **economic/commercial development** opportunities for local and micro businesses. As supported by the market study, the plan proposes mixed-use buildings along Main Street that could be a combination of neighborhood amenities, social services, retail, restaurant or small format grocery store.
- 10) Feature **high quality, context sensitive architectural design** that is respectful to the surrounding neighborhood. The selected developer partner will be expected to utilize design principles that are compatible with the neighborhood and community surrounding the site(s) and create designs that are appealing and architecturally attractive. Design of affordable and market rate

units must be indistinguishable and diverse design options will be required. Design must be impactful and also incorporate crime and safety principles.

- 11) Develop a ***creative and viable financial plan*** that does not rely principally on CHA or City funding. Developer partners are expected to pursue sources appropriate for the specific plan and leverage RAD project-based rental assistance or Project-Based Vouchers, CHA-owned land, and other sources including state, federal, tax credits, bond financing, private mortgages, etc.
- 12) Coordinate with other ***local and community-driven redevelopment plans like the Bend***.
- 13) Comply with CHA's ***Section 3 and MBE/WBE Policy*** found in **Attachment #4**.
- 14) Integrate ***supportive services*** plans and practices that ensure the delivery of supportive services to families living in affordable unit, especially targeted at families living in replacement units.

2.3 James A. Henry School Building and adjacent Sheila Jennings Park.

CHA intends to renovate the existing James A. Henry School, adjacent to College Hill, expand the footprint of the building into adjacent vacant land to create a neighborhood hub, and simultaneously improve the existing park. The community hub will be anchored by a 100-seat Head Start facility for young children, and be supplemented by a range of community-serving amenities include the following: after-school and summer programming for youths, a computer training lab, a medical and behavioral services, a food pantry, incubator space for small and micro businesses, expansion of the SPLASH Youth Arts Program, exhibit space to house community-created art, culture and history, and flexible/multipurpose space for educational, social and recreational activities for children and adults. Space will also be reserved for community gathering and community-building activities. The new community hub will also offer Wi-Fi access so children and their families can have access to reliable and affordable internet services in the neighborhood. In conjunction with the renovation and expansion of the James A. Henry building, improvements will be made to the adjacent Sheila Jennings Park, which will include enhanced landscaping, walking trails, picnic areas, and green space for neighborhood residents to gather outdoors in a safe and healthy setting. Parks renovations will be designed to serve diverse populations including the elderly, disabled individuals and children. ***CHA and/or the City of Chattanooga expect to issue a separate procurement to hire a builder and general contractor to complete the renovations and expansion of this site, including the adjacent Sheila Jennings park.*** The concept plan for the James A. Henry Hub is included in **Attachment #2** and can be found [HERE](#).

2.4 **The Bend**

The Bend, planned for the former Alston site immediately adjacent to the Westside, includes planned development of office space, residential units and retail and eat/drink space over the next 10 years. The selected developer will be required to work collaboratively with the developer of the Bend to ensure coordination of infrastructure and related projects. CHA is actively working with the City to identify funding sources for this infrastructure work.

2.5 **Choice Neighborhoods**

CHA intends to apply for Choice Neighborhoods Implementation Grant funding either in FY 2022 or FY 2023, likely focusing on only a portion of the plan (College Hill Courts and YFD sites). Based upon the FY2021 Notice of Funding Opportunity, CHA would be eligible for a \$50M grant, of which up to \$30M would be made available for affordable housing. Therefore, CHA expects to select a developer partner that is experienced with Choice Neighborhoods as well as layered financing that involves other HUD programs including Project Based Vouchers (PBVs), Rental Assistance Demonstration (RAD), and/or ACC subsidy. The developer partner's capacity will be evaluated through the lens of CN capacity scoring. Refer to [grants.gov](https://www.grants.gov) for more information on CN scoring requirements.

2.6 **Tax Credit Equity**

Given strong market indicators, the housing plan assumes that multiple sites could be developed simultaneously, depending on financing. Low Income Housing Tax Credit (LIHTC) equity is expected to be a significant source of funding for residential development phases, including a combination of competitive 9% and non-competitive 4% tax exempt bond financing. Importantly, the Tennessee state financing agency's QAP includes favorable consideration for CN-funded projects. However, we will favor proposals that are creative in their financing approach and have demonstrable experience securing competitive tax credit financing and favorable equity pricing from investors. Responders must be familiar with the Tennessee Housing Finance Agency requirements and include development pro formas that can successfully compete for 9% credits.

2.7 **Design Standards**

The proposed development project must meet the following design standards:

Design: Proposed site plan, new units, and other buildings must be designed to be compatible with and enrich the surrounding neighborhood. Local architecture and design elements and amenities should be

incorporated into the new homes so that the revitalized sites and structures will blend into and/or enhance the broader community. Site and building design must also incorporate accessibility standards. Housing, community facilities, and commercial space must be well integrated.

Universal Design: Incorporate the principles of universal design when developing housing, community facilities, and electronic communication mechanisms, or when communicating with community residents at public meetings or events. Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. The intent of universal design is to simplify life for everyone by making products, communications, and the built environment more usable by as many people as possible at little or no extra cost to the user. A universal design benefits people of all ages and abilities. Examples include designing wider doorways, installing levers instead of doorknobs, and putting bathtub/shower grab bars in all units. Computers and telephones can also be set up in ways that enable as many residents as possible to use them. There are also designs available for accessible children's playgrounds that can be utilized. HUD believes that to address affordable housing needs effectively, it is necessary to provide affordable housing that is accessible to all regardless of ability or age. Likewise, creating places where people work, train, and interact that are usable and open to all residents increases opportunities for economic and personal self-sufficiency.

Physical Accessibility Requirements: Comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8, or the 2010 ADA Standards for Accessible Design with exceptions as noted at FR-5784-N-01 Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities: <http://www.gpo.gov/fdsys/pkg/FR2014-05-23/pdf/2014-11844.pdf>, design and construction requirements under the Fair Housing Act and its implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act and its implementing regulations at 28 CFR part 35, and the Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR part 40 as applicable. HUD applies the Uniform Federal Accessibility Standards (UFAS) through its regulations under part 8. All applicable laws must be read together and followed. In addition, under the Fair Housing Act, all new construction of covered multifamily dwellings must contain certain features of accessible and adaptable design. In buildings with four or more dwelling units and at least one elevator, all dwelling units and all public and common use areas are subject to the Fair Housing Act's design and construction requirements. In buildings with four or more dwelling units and no elevator, all ground

floor units and public and common use areas are subject to the Act's design and construction requirements.

Resiliency. Buildings, landscapes, and infrastructure will be designed and constructed to mitigate the impacts of extreme weather events. The plan assumes that all infrastructure and utility lines will be placed underground to help improve quality of life.

2.7 Environmental Review and State Historic Preservation (SHPO) Requirements

CHA is in the process of securing NEPA approval for the entire site and because of the historical significance of one or more buildings, must adhere to certain mitigation remedies as outlined in the SHPO Stipulations – APE included in **Attachment #6 & #6.1**. Developer partners must affirmatively consent to complete these mitigation requirements. ***Proposals will be considered nonresponsive if this concurrence is not included.***

2.8 Green Building Standards

The proposed development project must meet the following green building standards:

Sustainability: Actively promote sustainability through energy-efficient, environmentally-friendly, healthy design, including elements of visitability and universal design and apply key Livability Principles (provide more transportation choices; promote equitable, affordable housing; enhance economic competitiveness; support existing communities; coordinate and leverage federal policies and investment; value communities and neighborhoods) to the project and how you will measure their outcomes. The Plan must become eligible to secure LEED-ND Stage 1 Conditional Approval of all or a portion of the targeted neighborhood.

Energy Efficiency: Low-rise (up to 3 stories) multifamily developments must meet the requirements of ASHRAE 90.1. Mid-Rise and High-Rise developments (4 or more stories) must meet the EPA's ENERGY STAR Qualified Homes. Plus 15 percent standard for Energy Efficiency. Any state energy code requirements will take precedence over ENERGY STAR or ASHRAE specifications when the state code approximates or exceeds that standard.

Developers must achieve certification by one of the recognized green rating programs, including such programs as the Energy Star Plus Indoor Air Package or Energy Star Advanced New Home Construction; Enterprise Green Communities Initiative; the National Green Building Standards; LEED for Homes (for

single family); LEED New Construction (for multifamily or commercial development); as well as regionally or locally recognized green standards such as Earthatacraft or Built Green.

Applicants constructing, rehabilitating, or maintaining housing or community facilities must use Energy Star for New Homes design standards as well as purchase and install Energy Star-labeled products.

2.9 Section 3 + M/WBE

CHA is dedicated to inclusive and equitable development through minority and women-owned business enterprise (M/WBE) participation and local hiring. CHA is committed to economic inclusion and equitable development to contribute to the City of Chattanooga's overall vision for equitable procurement as detailed in the One Chattanooga Strategic Plan. Responders must achieve CHA's participation goals and require developer partners to conduct expansive outreach, ensure local participation, remove employment barriers, provide training, and extend support. CHA will monitor the achievement of established participation goals and ensure accountability for inclusion by disenfranchised businesses and individuals, including artists. Furthermore, CHA expects that residents of the sites immediately impacted by redevelopment will have priority for jobs and business/contracting opportunities generated from the redevelopment effort. CHA expects to select developer partners that demonstrate a thoughtful plan and approach to meet the goals as outlined **Attachment #3**.

2.10 Role of CHA

CHA will play the following roles in the development effort:

- 1) **Land ownership.** CHA owns College Hill Courts, Gateway Tower and several parking lots as identified in the Plan. The City intends to transfer ownership of the Youth and Family Development property to CHA. CHA will enter a long-term ground lease with the selected entity, subject to HUD approval. ***NO PUBLIC LAND WILL BE SOLD AS PART OF THIS PROCUREMENT.***
- 2) **Financing.** CHA will participate in all financial structuring decisions, including review and acceptance of financial arrangements and terms and conditions of any loan documents. CHA expects to provide Choice Neighborhoods funding (if awarded) and commit other CHA sources of funding (both restricted and unrestricted). However, CHA will prioritize proposals that are not heavily reliant on CHA funding in order to implement the plan.
- 3) **Design Review/Construction Monitoring and Approval.** All designs are subject to CHA's review and approval. Design review will also be subject to HUD review based on Choice Neighborhoods

requirements. CHA will also provide construction monitoring and will have the right to review and approve construction documents at intervals not less than 50%, 75% and 100% completion.

- 4) **HUD Contact.** CHA will coordinate all communications with HUD, be responsible for submission of program documents, and will secure HUD approvals including, but not limited to demolition and Section 18 disposition, RAD approval, mixed-finance development proposal and related evidentiary documents, acquisition proposals, and relocation plan. The selected developer partner will prepare certain documents for CHA review and approval prior to HUD submission.
- 5) **Liaison with the City of Chattanooga.** CHA and the City of Chattanooga have been close collaborative partners on the development of the Plan. CHA will coordinate all communications with the City, but it is generally expected that the developer partner will participate in key meetings with the City and other elected officials, as requested.
- 6) **Operating Subsidy.** CHA may make certain financial contributions toward the cost of operating the public housing replacement units, subject to HUD approval. The nature of the subsidy will be determined based on the final program approved by CHA. CHA anticipates submitting a Section 18 demolition and disposition application to HUD for College Hill and Gateway Tower and, if awarded by HUD, project-based vouchers will be the primary subsidy type of assistance to projects. However, if Section 18 is not approved, CHA expects that RAD subsidy (and RAD/PBV blend) will be used for replacement units. CHA will not provide any subsidy amount greater than what it receives from HUD, less any amount retained by CHA for monitoring and asset management responsibilities. The developer partner is responsible for knowing fully which HUD restrictions may apply and understanding how they may affect the development.
- 7) **Relocation.** The developer partner will work with a partner (to be procured by CHA) to develop a suitable relocation plan based on the approved master plan that ensures the responsible relocation of existing families (occupied residential) and offices (occupied office), consistent with the Uniform Relocation Act, Section 18, RAD and other applicable requirements. All existing public housing residents will have a Right to Return, and this must be reflected in all relocation and reoccupancy plans. The cost of relocation must be included in the developer's pro forma and underwritten in the development budget. For budget purposes, assume 629 households to be relocated.

- 8) **Supportive Services.** CHA expects to procure supportive services lead entity to coordinate the implementation of the supportive services. If Choice Neighborhoods funding is secured, CHA will use up to 15% of this grant to capitalize the supportive services effort. CHA expects that developer partners will include in their proposals 1) strategy for funding ongoing sustainability efforts for supportive services post Choice Neighborhoods and 2) a strategy to underwrite the funding of supportive services is a Choice Neighborhoods grant is now awarded. Please be specific in your responses.
- 9) **Asset Manager and Regulatory Oversight.** During the occupancy period, CHA will continue to have asset management responsibility for public housing replacement units and other units in which CHA or any other affiliates have an ownership interest. CHA will monitor and enforce the terms of its agreements with the developer partner and provide regulatory oversight for all units financed with CHA, City of Chattanooga, or other public funds.

2.11 Role of Developer Partner

The selected developer partner will be expected to work collaboratively with residents, CHA, the City of Chattanooga, Chattanooga Design Studio, EJP Consulting Group (the Program Manager) and other stakeholders throughout the redevelopment effort. Specific developer responsibilities include, but are not limited to:

1. **Pre-Development.** The Developer will be responsible for all pre-development tasks including environmental and geotechnical testing, analysis of the condition of existing utilities at the site, market and economic analyses, entitlement plans and permits, environmental clearances, and demolition and remediation. The Developer must be able to fund 100% of pre-development activities.
2. **Development Team.** The Developer will propose and oversee a qualified team to implement the proposed master plan, including general contractor and property manager; develop a construction strategy and implementation schedule; oversee the design, construction, and quality control of the development; design and construct all infrastructure and site improvements; and provide regular reports to CHA and the City on the progress of the development efforts. Work with CHA and its legal team to create an ownership structure for the development. CHA expects diverse teams that reflect the City of Chattanooga and MBE/WBE goals of both the City and CHA.

- 3. Financing:** Produce an overall financing plan by phase, including approach to securing all necessary financing to implement the proposed plan. Develop detailed development and operating budgets, which include the underwriting of relocation and ongoing supportive services costs; diligently pursue and use best efforts to secure financing; prepare funding applications; obtain equity investment using competitive processes and commitments on the best terms available; provide all guarantees required for the successful financing of the project, including construction completion guarantees, operating deficit guarantees, tax credit adjuster or recapture guarantees, and guarantees under the Master Development Agreement (MDA); and structuring reserve and other accounts that will reasonably guarantee the long-term operating feasibility of the replacement units. ***Proposers should assume Davis Bacon Wage requirements in their financial assumptions as replacement units will likely be HUD subsidized.***
- 4. Submissions and Requirements.** Assist CHA to prepare and submit funding applications, development proposals and required documents for HUD review and approval, comply with all applicable federal move up building permits and zoning approvals, and adhere to HUD requirements for replacement housing.
- 5. Property Management.** The management entity that is proposed must have previous experience with managing LIHTC- funded projects that include RAD, PBVs, or other types of HUD subsidy in a mixed-income setting. The property manager must also have experience managing mixed-population housing which may include the formerly homeless.
- 6. Community Engagement.** Ongoing community engagement is a requirement of the Plan, and the developer partner is expected to provide a financing plan and a schedule that prioritizes continued community engagement throughout implementation. During planning, the Imagination Team played a key role in using the arts to meaningfully engage with residents. Additional details on the Imagination Team can be found [HERE](#).
- 7. Business Term Sheet.** To expedite negotiation of a Master Developer Agreement, responders must provide responses to the terms outlined in **Attachment #5**.

III. PROPOSAL REQUIREMENTS

The following section provides information on what the proposal must contain and how it must be organized. The purpose of this information is to establish the requirements, order, and format for responses to ensure that the proposals are complete, include essential information, and can be fairly evaluated. Responses should be specific and concise and avoid duplicative materials and redundancies. CHA has not set a page limit for proposals, but it prefers efficiently worded, substantive proposals to lengthy responses containing more general, boilerplate language.

CHA will consider a respondent nonresponsive if critical information as outlined herein is lacking or whose submission represents a substantial deviation from the requirements of this Request for Proposal.

Proposals must be bound, and each section must be clearly labeled using the titles listed below. The proposal must include a table of contents and shall be assembled in the order described below. An electronic tabulated copy of the proposal must also be provided.

Cover Letter

The cover letter must list the development team members and identify the primary contact person. Please include telephone number and e-mail address. If the development consists of a Joint Venture (JV), explain the nature of the JV, and identify who will provide the necessary guarantees. The cover letter must be signed by an authorized principal of the developer's firm and include a statement that the proposal will remain valid for not less than 180 days from the date of submittal.

Capacity, Team Experience and Qualifications

- a. **Team Description:** The development team must, at a minimum, include a developer entity, architect, and engineer (including experts in sustainability, green building, and experience with designing buildings that incorporate the design standards and green building standards listed in this RFP), legal counsel, general contractor, and property manager. Provide general information on the developer partner and the development team, including the following:
 - Contact person, title, telephone numbers, and e-mail address for person authorized to bind the agency.
 - Name of developer, main address, telephone number and e-mail address.

- Address, telephone/facsimile numbers of office from which services will be provided, if different from main address.
- Description of developer partner's firm size and number of employees.
- Description (table format) in time and dollar value of projects in the pipeline currently (exclude completed projects).
- If Joint Venture, proposed role of each developer within development team.
- Identify the individual who will serve as the Project Manager for the development team and who will direct and coordinate the development effort through completion. Describe the Project Manager's prior and current experience with projects of similar scope and size, with emphasis directing a multi-disciplinary team and facilitating a community involvement process.
- List the remaining members of the development team and provide an organization chart. All entities that comprise the team must be identified, indicating their specialization(s), relevant experience, and specific contribution to the team. These entities should include, at a minimum, architect and engineer, legal counsel, property manager, general contractor, and any other firms and professionals who will be part of the team. Clearly identify all entities that are local.
- Provide a description of the development team members' prior experience working together. Provide examples of the team's prior and current experience (within the last five years) with projects of anticipated similar scope, size, and complexity, as well as experience in Chattanooga and Tennessee, if any. Please include information about the development team's experience in planning, implementing, and managing physical redevelopment, financing, leveraging, and partnership activities for affordable and market-rate rental and commercial development.
- Provide information regarding the team's experience in designing, constructing, and managing sustainable and green buildings. Specifically, include the team's experience in working towards designing and constructing net zero buildings. Additionally, please provide information regarding the team's experience in designing and constructing buildings that meet the green and resiliency criteria included in this RFP.
- Provide information regarding the team's experience with RAD, PBVs, public housing, and other HUD programs.
- Provide a narrative description backed up by specific statistics of the team's previous expertise in integrating Section 3 and contracts with MBE/WBE/Local firms into the overall development of similar projects. Respondents must provide projected Section 3 employment opportunities organized by age group, types of jobs to be provided to Section 3 eligible persons, eligibility

requirements for obtaining a job, and methodology for tracking Section 3 employment. Respondents must provide a detailed proposal to meet MBE/WBE requirements.

- b. **Profile of Developer:** Provide an overview of the developer's experience in the planning, construction, and management of projects like what is proposed to be developed. Include the following information for the last five (5) years, at least.
- List all affordable and mixed-income rental housing projects successfully completed or under construction (include dates), identifying the states where they are located, the size of the tax credit allocations and tax-exempt bond allocations received, who the investor was and how much the investor paid for the tax credits (expressed in cents per dollar), whether bonds were rated (if so, by what entity) or unrated. Specify the number of units and the income groups served, the per unit cost of each project, and the period it took to complete the project. Identify the developer's specific role. Please provide this information by year.
 - Provide examples evidencing developer's experience with cost control and compliance with performance schedules.
 - Provide specific examples of how developer is mitigating effects of COVID-related escalation in pricing.
 - Provide examples evidencing developer's experience developing and managing mixed-use communities. List examples of specific non-residential elements successfully completed or under construction, how financed, and the role of the public housing authority or other client in each transaction.
 - Provide examples evidencing developer's experience with ownership and property management (either directly or through supervision of property management provided by a third party). Include information about income groups served and operating deficit history, and for both the residential and commercial show absorption and current occupancy.
 - For each project listed, the developer must disclose and explain current financial default of more than 60 days duration; mortgage assignment or workout arrangement; foreclosure and/or bankruptcy; litigation related to financing or construction of the project which is pending or which was adjudicated with the past five (5) years with a finding against the developer; and real estate tax delinquencies.
 - Attach three most recent concurrent years of audited or certified public accountant prepared financial statements from each member of the developer's team who will be providing any

guarantees in connection with the development and operation of the project. For each rental development owned and/or operated by any member of the development team and/or their affiliate(s) that achieved 95% construction completion, the two most recent annual audits for each project. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities, and net worth of the entity. Please also submit three bank references for the developer.

- Provide a statement indicating how the developer will honor all financial guarantees. The statement should include more than a reference to the Financial Statements.
- In addition to the bank references, references should be submitted for the developer, including:
 - Construction and permanent lenders
 - LIHTC limited partner investors
 - Public sector financing partners
 - General contractors on a comparable development
 - Community groups that worked with the developer on a specific project
- Team personnel and experience to achieve the design standards and green building standards identified.
- If developer consists of a Joint Venture (JV), this information must be provided for all member of the JV. In addition, provide information regarding extent to which JV members have worked together previously; describe roles of each JV member. Provide a copy of the JV agreement indicating roles and how conflicts are resolved.
- Provide one detailed project example that is comparable in scope and scale of proposed plan and that could be relied upon to maximize Choice Neighborhoods developer capacity points.

c. Profiles of Development Team Members:

- Describe the experience of the law firm and their key staff assigned to this project in structuring and negotiating complex real estate development and public housing mixed-finance, with City of Chattanooga and local permitting and land use processes, and with HUD public housing regulations and mixed-finance requirements. Explain their experience with RAD conversions.
- Given the scope and scale do the redevelopment effort, we encourage responders to include more than one architect or a commitment to diverse design options. Describe the experience of the architect(s) and the key staff, including engineers, assigned to this project in addressing urban site planning issues, including the following; multi-family affordable and market-rate

rental housing; LIHTC projects; working with diverse low-income residents; creating affordable housing designs that appropriately balance concerns for quality of life, cost efficiency and optimizing land use; leading an integrated design process that results in a high quality, sustainable design that strongly promotes green building and healthy housing strategies; designing and constructing buildings that meet Green Building Criteria; designing net zero buildings; designing and constructing cost effective units; and going through the permitting of large projects in the City of Chattanooga (or similar), including a community review process and the local land use approval process.

- Describe the experience of the property management firm in managing urban low-income family rental and mixed-income housing and/or mixed-use communities, particularly developments involving LIHTCs, public housing, and RAD mixed-finance reporting requirements. Provide a list of all sites currently managed by the proposed management company along with addresses. Indicate if property manager has been terminated from any property management assignment and the reason for the termination. Explain if property manager has participated in a successful property management transition to a housing authority during or after the LIHTC compliance period.
- Describe the experience of the community engagement specialist who will assist with coordinating ongoing efforts with residents and stakeholders.
- Provide three references for each entity of the development team. In providing references, please provide name, title, organization name telephone/facsimile numbers, and e-mail addresses. Please reference the name of the project with which the reference is familiar. Please ensure that all names and numbers are current.
- Repeat this information for all key members of the team.

d. Key Staff

Provide profiles of key staff of the developer partner, including the Project Manager, and key staff of each development team member that would be providing services. Failure to assign the identified staff of the developer and developer team members will be considered a material breach of contract. If any of the named personnel departs a firm that is a member of the proposer's team during the term of the contract (including any extension period), the proposer shall be required to replace such personnel with personnel of comparable experience and expertise and to assign such new personnel to provide services under the Contract, subject to CHA review and approval.

Development Plan

CHA is seeking proposals that evidence the capacity of the team to work with the CHA, residents, the City, Chattanooga Design Studio, and the broader neighborhood to balance the variables presented herein. Proposers are required to submit a specific development plan that contains the minimum program outlined in the Plan and is consistent with the terms of the RFP. The development plan should reflect the programmatic goals described in the Plan and/or in this document. The proposer should feel free to increase density, and/or add market-rate units so long as: 1) the development plan includes a rationale for these changes; 2) the developer indicates a commitment to commission a market study to support the inclusion of additional market-rate units; and 3) the development plan continues to include the development of the same number of replacement and additional affordable rental units.

The development plan should include a brief narrative that sets the context for the design, financing, management, and timeline aspects of the proposal. At a minimum, the development plan should address space programming (i.e., number and size of units, sf of non-residential use and types), housing tenure type, and the advantages and disadvantages of the development plan if it significantly deviates from the Plan's framework.

The proposer must state in the development plan its position and reasoning for each of the following areas:

- *Pre-development funding.* CHA will prioritize proposals that evidence developer's ability to finance 100% of pre-development costs.
- *Plan for what happens to the property and reserves at the end of the tax credit compliance period.* The development plan must address the developer's plan for continued affordability after the tax credit compliance period if tax credits are the primary financing mechanism.
- *Financial Return to CHA.* Priority will be given to proposals that demonstrate a significant financial return to CHA through developer fees, shared revenue/income from residential and commercial properties, cash flow splits, asset management fee, ground lease payments, or other methods.
- *Capacity.* If proposer provides proposed master plan for more than one site, it MUST also include a narrative that describes why the proposer believes it can successfully implement multiple site plans.
- *Affordability mix.* CHA will prioritize plans that maximize the replacement of existing affordable units, adds net new affordable units, and integrates unsubsidized units. Plans that propose a reduction in replacement units will be deemed nonresponsive.

1. Design Concepts

Proposers under this RFP are not required to submit fully designed concepts or construction drawings, but the proposal must include a fully rendered concept plan with sufficient detail to demonstrate compliance with the design standards and green building standards described in this RFP, and for the reviewer to understand what is being proposed. Proposers must demonstrate the capacity and experience of the team's architect(s) to undertake the project, including substantial experience in the areas described above. However, if the proposal includes a deviation from the Plan concept, proposer must include a preliminary concept plan that illustrates their proposed alternate concept, along with a justification for the proposed change. CHA expects to approve high-quality designs that fully integrate affordable and market rate housing, so that they are indistinguishable. In addition, the proposer must describe their strategy for receiving land use approval as quickly as possible in this section.

2. Phasing

Submit a phasing plan and schedule that includes a demolition phasing strategy for the YFD site, occupied College Hill Courts and Gateway Tower, and a companion relocation plan for the occupied properties.

3. Schedule

Submit a proposed development timeline that includes critical path tasks. The schedule shall propose a timeline for planning, design, construction, and occupancy/stabilization of the proposed development. Also, incorporate the LIHTC allocation cycle or other funding source cycle if appropriate.

4. Financing Plan and Structure

Submit a financial plan that includes development pro forma that addresses the business terms as outlined in this RFP. The financial plan must include a statement of sources and uses that incorporates an integrated design process, green technologies, and healthy homes measures into the project, and a 15-year operating pro forma, breaking operating expenses into typical, separable categories. There should be no funding gaps in the operating budget. In providing this financial information, clearly identify any of the following: development contingencies, capital and/or operating reserves, trending assumptions, tax credit equity yield assumptions, and any financial return to CHA. Indicate how COVID-19 may impact the financing plan. Submit a pre-development sources and uses budget that identifies all tasks and costs from tentative designation to closing, including start and end dates for each task. The proposer must demonstrate the availability of working capital to cover pre-development costs which will

not be covered by CHA or the City by providing proof of cash availability (i.e., bank statement) or identifying a source of funds.

5. Marketing Strategy

Proposer must describe the anticipated market for the program proposed, the strategy for attracting market-rate residents and non-residential tenants, and the marketing strategies that would be employed in the redevelopment and ongoing operational stages of the project. Proposers must also outline an approach to marketing the non-residential spaces over the long term, especially a strategy for supporting small, local and minority businesses.

6. Property Management

CHA is committed to excellent professional property management. Discuss how day-to-day operations will be handled. Discuss the strategy for sustaining professional excellence, resident satisfaction, and high performance in managing mixed-income communities (public housing replacement, LIHTC, RAD PBV and market rate units over the long term). Also discuss how day-to-day operations of non-residential properties will be handled.

7. Legal and Ownership Structure

Sites described in this RFP will be subject to a ground lease. The proposal must describe the proposed ownership structure identifying the various legal entities involved in the ownership of the development. The ownership role proposed for the CHA should be clearly described as well, including specific development responsibilities. Joint Ventures: With respect to the development entity and the management company, a precise description of any joint venture arrangements, including prospective equity and decision-making interest shall be provided. A copy of the Joint Venture agreement should be provided; if none currently exist, CHA will expect to receive a copy within 60 days of award, if selected. If the development plan includes the use of LIHTCs, describe what happens to the property and reserves at the end of the tax credit compliance period. This section must address the developer's plan for continued affordability after the tax credit compliance period if tax credits are the primary financing mechanism, and opportunities for CHA's Right of First Refusal.

8. Sustained Resident and Community Stakeholder Partnership/Engagement

The Plan reflects significant community and resident input, and CHA expects that the implementation phase of the plan will continue in this trend. Please submit an outline of how sustained meaningful resident and community consultation will be achieved throughout the implementation of the proposer's

development plan. Be specific about the residents' role in decision-making. Discuss issues and obstacles related to meaningful resident participation. The City of Chattanooga and Chattanooga Design Studio are expected to be active partners with CHA in the implementation of the plan.

9. Section 3 +M/WBE Commitments:

Submit a detailed plan for how responder will meet or exceed CHA's Section 3 goals (MBE/WBE and Section 3 opportunities). Requirements and forms can be found in **Attachment #7.15**.

10. Business Term Sheet

Submit detailed response to the terms outlined in the draft Term Sheet.

IV. INSTRUCTIONS AND SCHEDULE

A. Inquires – All inquiries related to this RFP are to be directed, in writing, to the CHA’s Project Manager, Cihan Johnson, at the following email address: cjohnson@chahousing.org. All questions should be submitted via email or Bonfire no later than **August 8th by 3 p.m.** Responses to questions received by email and bonfire website and during the pre-submission information meeting (see details below) will be posted on the CHA website by **August 12.**

B. Closing Date – Eight hard copies + One Flash Drive should also be mailed to:

Chattanooga Housing Authority

Attn: Cihan Johnson, Project Manager, REF: RFP D-952-00 DEVELOPMENT PARTNERS

801 N Holtzclaw Ave, Chattanooga, TN 37404

C. Pre-Proposal Meeting – a non-mandatory pre-proposal meeting will be facilitated to provide an opportunity for potential responders to ask questions (see schedule below). The meeting will be hybrid, offering both in-person meeting space and a virtual link. Potential proposers are strongly encouraged to participate in the pre-proposal meeting. Please email the Project Manager to RSVP and request instructions on how to participate.

D. Proposal Review Committee – The Review Committee will be composed of staff members from CHA, the City, Chattanooga Design Studio, consultants, and residents.

E. Developer Designation is subject to the approval of the Executive Director (ED) and CHA Board of Directors.

F. The proposal that best serves the interests of CHA, with all evaluation factors considered and any proposed revisions included, will be recommended to the ED and the CHA Board for a contingent contract award (Letter of Designation). A final contract will be contingent on successful negotiation of a Master Developer Agreement (MDA).

G. Timeline:

RFP Timeline		
Activity	Time	Date
Request for Proposals Released	4:00 PM	July 8, 2022
Deadline for Pre-submission Questions	3:00 PM	August 8, 2022
Pre-Proposal Hybrid Meeting (Non-mandatory)	11:00 AM	August 8, 2022
Answers to Pre-submission Questions Posted Online	-	August 12, 2022
Developer Partner Proposals Due	3:00 PM	October 31, 2022
Interview	TBD	December 2022
Designation		Q1 2023

The dates shown above are tentative and subject to change at CHA's sole discretion.

V. EVALUATION CRITERIA AND PROCESS

Proposals will be evaluated and scored in accordance with the criteria indicated below. Scoring will be based upon how well the qualifications meet the criteria established in this RFP. The Review Committee will evaluate proposals in phases:

- Phase I: CHA's Project Manager will review proposals received for responsiveness and for compliance with this RFP. CHA reserves the right to reject any proposal that it deems unresponsive without further comment.
- Phase II: All proposals deemed responsive shall be evaluated by the Review Committee and scored based on the Evaluation Criteria in the table below. The Review Committee shall rank and compose a short list of proposers based on their capacity and proposed plans.
- Phase III: Top-ranked/short-listed proposers determined to be in the competitive range will be interviewed for clarification and review of their proposals. Reference checks will be conducted during this phase. *Note: CHA reserves the right to contact listed references as well as non-listed references.*
- Phase IV: The top-ranked proposal that best serves the interests of the CHA, with the development financing plan and all evaluation factors considered, including proposed revisions via a Best and Final Offer, will be recommended to the Executive Director and the CHA Board for a Letter of Designation.
- Phase V: CHA will enter exclusive negotiations with the designated firm to finalize a Master Development Agreement (MDA). If the parties are not able to agree business terms within 45 days, CHA reserves the right to terminate negotiations and may choose to move to the next highest-ranked proposer.

Evaluation Category	Description	Points
Staffing, Management and Technical Capacity	<ul style="list-style-type: none"> Evidence of Team’s ability to perform the work - principals, assigned staff, experience, technical and professional competence (includes reference checks) 	0-15
Experience	<ul style="list-style-type: none"> Past performance of the developer and individual team members - quality of work, cost control, compliance with performance schedules (includes reference checks). Property management experience (includes reference checks). Mixed-income and/or mixed-use development construction - Experience in developing land, mixed-income housing units and mixed-use sites that utilized innovative and creative approaches. Quality of project example provided for Choice scoring 	0-30
Financial Capacity and Financing Plan	<ul style="list-style-type: none"> Documented ability to self-finance pre-development activities and obtain financial commitments from other state and local agencies, private investors, and banks. Quality of balance sheet. The degree to which developer partner provides a detailed financial pro forma that demonstrates a comprehensive financial package. The degree to which developer’s financing structure demonstrates a significant financial return to CHA through developer fees, shared revenue/income from residential and commercial properties, cash flow splits, asset management fee, ground lease payments, or other methods. 	0-15
Development Plan	<ul style="list-style-type: none"> Site proposal, including business terms, is reasonable, logical, meets/exceeds the Westside Evolves Transformation Plan goals. 	0-30

	<ul style="list-style-type: none"> • Project design, unit mix, development plan is included and feasible. • The degree to which developer’s conceptual plan is creative and innovative. • The degree to which developer’s conceptual plan meets design and green building standards. • Demonstrated commitment to sustained resident, community, and stakeholder engagement. • The degree to which the developer partner shows creativity in its leverage of other resources, both capital and in-kind, to minimize the net use of CHA and City funds. 	
Section 3/M/WBE Commitments	Demonstrated commitment of the respondent to meet CHA’s Section 3 Policy. Response also includes a detailed Section 3 + M/WBE participation plan.	0-10
	Total Possible Points	100

VI. RIGHTS RESERVED BY CHA

CHA reserves the right to amend any part of this Request for Proposals prior to or after the submission deadline. If prior to the submission deadline, CHA shall issue a written addendum. If necessary, based on the nature and extent of the addendum, CHA may extend the submission deadline.

If an amendment is made after the submission deadline, CHA shall issue a written amendment to all those who submitted a response, and, if necessary, provide a date for submitting additional information based on the amendment. Absent an amendment by CHA and minor omissions mentioned below, no modification to a respondent's submission shall be accepted after the submission deadline.

Any contact during the procurement process between the respondent and CHA's Board of Commissioners, Review Committee, or CHA employees regarding this Request for Proposals, is disallowed, except by email to cjohnson@chahousing.org

No proposals shall be withdrawn for a period of 30 days after the opening of the proposals without the consent of the CHA.

All proposals will become the property of CHA. CHA reserves the right to, in its sole discretion, cancel this Request for Proposals, reject any or all proposals, either in whole or in part, with or without cause, and waive any informality in this Request for Proposals process.

All costs incurred in preparing its response are to be borne by the respondent.

VII. ATTACHMENTS

The following documents are included in this RFP either as attachments or links to the project website.

- Attachment #1 Westside Evolves Transformation Plan Executive Summary
 - Full Plan included via web link [HERE](https://issuu.com/chattanoogaesignstudio/docs/final_westside_plan-pages-web):
(https://issuu.com/chattanoogaesignstudio/docs/final_westside_plan-pages-web)

- Attachment #2: James A. Henry (with Sheila Jennings) Concept Plan

- Attachment #3: CHA Section 3 Policy

- Attachment #4: CHA M/WBE Policy

- Attachment #5: Business Term Sheet

- Attachment #6: SHPO Stipulations – APE Attachment #6.1

- CHA Procurement Documents and Forms (Non-Construction)
 - Affirmative Action Plan – Attachment #7.1
 - Civil Rights Compliance - Attachment #7.2
 - Corporate Certification - Attachment #7.3
 - Drug Awareness Program - Attachment #7.4
 - Partnership Certification - Attachment #7.5
 - Statement of License Certificate - Attachment #7.6
 - Profile of Firm Attachment #7.7
 - Instruction to Offerors - Non-Construction -5369-B- Attachment #7.8
 - HUD 5370-C1-General Conditions for Non-Construction Contracts -EXP 11-30-23- Attachment #7.9
 - Certification for a Drug-Free Workplace - Attachment #7.10
 - Equal Employment Opportunity (EEO) - Attachment #7.11
 - HUD-5369-C - Certifications-Representations - Non-Construction - Attachment #7.12

- HUD-50071 - Lobbying-2014 - Attachment #7.13
 - Instruction for Completion of SF-LLL Disclosure of Lobbying Activities - Attachment #7.14
 - Section 3 Information Forms-2022 - Attachment #7.15
-
- CHA Procurement Documents and Forms – (Construction) - Attachment #8

EXECUTIVE SUMMARY

Background

The Westside is one of Chattanooga's oldest neighborhoods, and is currently home to around 1,500 families. The area has a rich and complex history. From Native American occupation and removal to urban renewal and notable African American trailblazers, the land on which the current neighborhood rests holds this unique history of people and place and their interconnected stories. One historic neighborhood asset, the James A. Henry school, is a building held dear by many residents past and present. The building represents much of the neighborhood's history, pride and hopes for a future that is rooted in its rich history. Over time, Chattanooga has grown to approximately 180,000 people in a Metropolitan Statistical Area (MSA) of over 560,000. While the Westside is within walking distance of downtown, it has largely not benefited from downtown's commercial, residential and tourism resurgence of recent decades.

The Westside Evolves Transformation Plan (the Plan) prioritizes major redevelopment at Gateway Tower, College Hill Courts and the Youth and Family Development campus. These properties together comprise nearly 30 acres of the Westside neighborhood and accommodate 546 households. College Hill Courts is surrounded by additional public and private housing, including high-rise apartments and lower density apartment buildings.

	College Hill	Gateway Tower	Westside	Chattanooga
# Households (HH)	435	111	1,514	72,842
# Residents	769	115	2,623	181,797
Average HH Size	1.76	1.03	1.73	2.31
% HH with children	41%	N/A	21.5%	20%
% Black, White, Hispanic	85%, 14%, 1%	65%, 31%, 3%	87%, 12%, 1%	34%, 64%, 6%
Poverty Rate	87%	60%	49%	17%
% Persons with disabilities	267	15%	466	15%
Source	Resident Survey data 2020	Resident Survey data 2020	Census Tract 16: 2020	Census Data: 2020

Table 1. Residential Summary

While some of the area's housing is sound, some units need significant repair and upgrading in order to suit the needs of residents of varying physical abilities and family types.

A third of the 1,514 families in the Westside live at College Hill (435 households) and Gateway Tower (111 households) combined. In addition, the majority out households earn less than \$15,000 annually at College Hill (85%) and Gateway Tower (63%) compared to only 16% in the city. Half of Westside residents (52%) do not have reliable internet access at home. 66% of Westside households receive food stamps compared to 18% in Chattanooga. Crime, violence, and vandalism

is the primary concern residents have about the Westside neighborhood.

The Plan recognizes that the heart of this neighborhood is its residents. As such, the Plan leverages the strengths of the community—building upon existing assets and harnessing the market forces already transforming nearby areas. The long-term vision is to transform the neighborhood into a community that is thriving, promotes resident pride and unity among neighbors, and is integrated into the surrounding area. The vision of the Plan is to create a healthy and sustainable community that provides long term physical, social and economic benefits for all residents.



Ujima: Collective work and Responsibility by Andrew Travis

Community Engagement

The planning process moved thoughtfully through phases of information gathering, community feedback, and the development of a multi-faceted community plan. In every phase, advising and feedback, gathering and distributing information, and building relationships was prioritized through new ways of engaging the community. Methods varied from door-to-door community surveys to a digital voting system for participants to use in selecting their priorities and aspirations for the area. Local artists were recruited as a key planning team members to creatively engage the community. This Imagination Team of six local artists became a bridge to the community as it helped gather memories, interpret history, and enable new forms of expressing community concerns.

Community Advisory meetings, Resident Leader meetings, Resident meetings, and Executive Team meetings were conducted throughout the planning process to gather community feedback from multiple sources and to make sure that all voices were heard. Stakeholder interviews were conducted with over 44 people and organizations.

Additionally, a resident and neighborhood survey was conducted with over 706 resident surveys

completed – representing 82% of the public housing community— to gather individual input and perception of the Westside neighborhood. Interactive, hybrid (virtual and in-person) Community Workshops were conducted in the spring of 2021 to attract more community participation. Workshops offered residents a chance to review all the information generated from community surveys, completed activity books, interviews, and document research and mapping. Input sessions were repeated at various days and times for participant convenience. The feedback was used to shape the overall vision for the future and priorities of the Plan.

In addition to direct engagement strategies, newspaper articles, press releases, social media posts, and a project website helped inform the public at large about opportunities, build interest throughout greater Chattanooga, and encourage feedback. The planning team programmed interactive and community-based activities that encouraged residents to get involved such as a voter registration event, Halloween candy giveaway, holiday party, and flagpole gatherings. These events centered around vital locations in the Westside such as the College Hill Courts flagpole,



Plan release at neighborhood block party

Grove Street, and Sheila Jennings Park and helped to build relationships with Westside residents.



Artist bird's eye rendering of proposed re-imagined Sheila Jennings Park view looking West along W. 12th Street.

Plan Highlights

The Plan aims to enhance and promote social, economic, and physical benefits to its residents. The Plan values community-building and connection through the introduction of high-quality housing, a higher quality of life and well-being, and diverse education and employment opportunities to the Westside. The Plan envisions a mixed-income, resilient community that encourages neighbors to socialize, enhances quality of life and instills an intangible sense of belonging and pride in residents. Carefully considering the fundamental needs of the community and surrounding context, the Plan's objective is to create a healthy and sustainable community that provides long term physical, social and economic value for all residents.

Community Vision

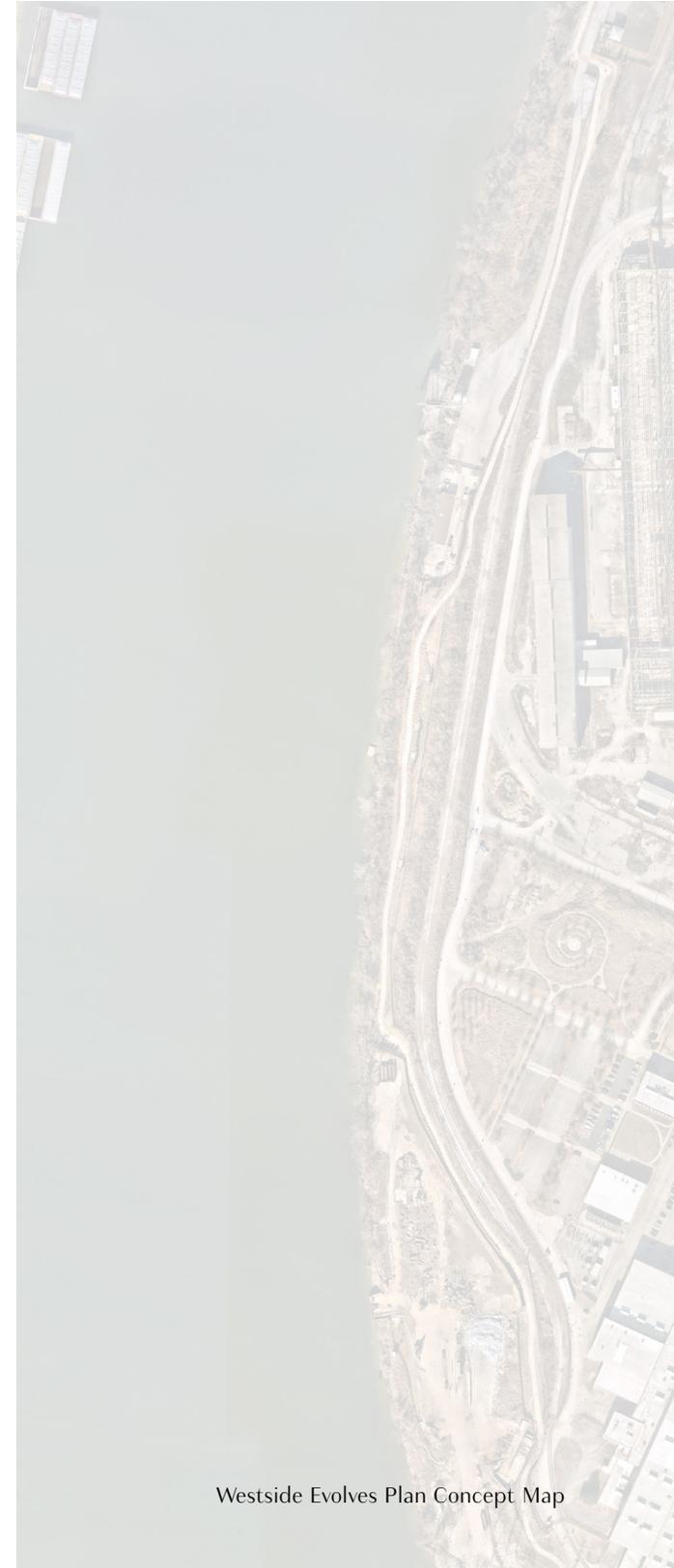
Through the implementation of the Plan, the Westside can become “a thriving, growing community, moving, culturally sound, embracing what was, building a healthy, enlightened, rich future for everyone.”

Community-building and Connection

Addressing the need for connectivity and safety for diverse family types, the Plan establishes a more robust street grid and integrates more

active community spaces throughout, with a concentration around the revitalization of the historic James A. Henry school. The Plan will also introduce retail, services and economic development into the area to connect residents to amenities near home. The Plan incorporates sustainable design principles in all aspects of physical design and community culture, aiming to strengthen physical, cultural, and historic connections.

Focusing on connecting the community through a network of green spaces and walkways, the Plan will link the main thoroughfares of W. MLK Boulevard and W. Main Street, creating spaces that support pedestrian activity and community gatherings. With the integration of local artists and programs such as SPLASH Youth Arts Workshop, the Plan will promote a community campus for art, culture, education and services at the James A. Henry building, using art and culture as an intersection for bringing the community together. The building will help to preserve the rich history of the Westside while also serve as the cultural center of the community, celebrating and promoting art and creativity, listening, and gathering.





Housing

With many residents living in subsidized housing dating back to the 1940's, existing housing conditions will be a priority to update and replace. Both Gateway Tower and College Hill Courts present challenges for rehabilitation and preservation, due to environmental and structural decline so demolition and redevelopment is proposed. Existing and future residents alike deserve a community with high quality structures that function well for modern living needs. Considering the history of displacement in the area, it is crucial that the residents who called Westside home before this process, can continue to call it home in the future. Therefore, the plan replaces all existing affordable units into a new mixed income community, with housing options ranging from over 1,600 on publicly controlled land, to over 3,000 units, based on the integration of additional sites. The goals of the housing plan are: to provide inclusive housing choices and diverse design options to promote a sense of ownership and pride in the community; to replace all existing units using a one-to-one replacement requirement; and to present space options for economic/commercial development to connect residents to much needed amenities and resources.

Quality of Life and Well-Being

The Plan envisions a holistic set of strategies to improve the quality of life and personal well-being of all neighborhood residents. The Plan aims to ensure access to affordable, healthy, and fresh foods; support aging-in-place and independent living; connect residents to high-quality, primary care services; develop open space and amenities to promote exercise, socializing, community building and time outdoors; adopt green and sustainable building principles; and increase a sense of personal safety. This strategy is realized through the redevelopment and repositioning of Shelia Jennings Park and the preservation and expansion of the James A. Henry building into a "hub" for community activity.

Education, Employment & Economic Development

Westside residents highly value education and supports for youth in the community. To prepare children for success in college and career, there must be effective family and community supports coupled with strong academic experiences. The Plan prioritizes expanded access to quality early childhood education, providing parents the support they need to be strong caregivers from cradle to college, and offering relevant, desirable, accessible, and consistent youth programming.

Preserving and expanding existing after school and summer programs through the Newton Center and YFD Head Start Program and informing parents of where and when these resources are available are important first steps. Youth programming provides opportunities to enhance children's social, emotional, educational, and physical development.

In addition to youth, investments in workforce development that remove obstacles and help individuals gain the skills they need for economic success are critical. Key to this endeavor is providing reliable access to the internet and enhancing the public transportation network. The Plan creates multiple pathways for increased economic self-sufficiency regardless of employment experience or background through the leveraging of a more robust infrastructure, local in-neighborhood hiring agreements, and pathways and training opportunities with local partners such as the Chamber of Commerce and/or Chattanooga State Community College. Growing and supporting local and micro-businesses and ensuring equitable access to resources and opportunities will build the talent and entrepreneurship that already exists in the Westside and will encourage others to realize their potential.



Artist rendering of proposed Westside Development view looking towards flag pole + Grace tree plaza, along future extension of Boynton Drive.

Implementation and Next Steps

The Plan lays out an ambitious 10+ year road-map for equitable, sustainable and holistic revitalization of the community and the families who live here. The planning process has resulted in the development of a Plan that has established the vision and goals that will remain as guiding principles for all future activities. The Plan guarantees eligible residents the “right to return” and proposes a “build first” approach that minimizes offsite relocations. Implementation will begin on sites controlled by the Chattanooga Housing Authority (CHA) and the City of Chattanooga, then expand as new sites become available.

Financing

Implementation, relocation, and demolition will be phased. Phase 1 of the Plan proposes to start development at the Youth and Family Development Administrative Office (YFD) site and the James A. Henry school simultaneously. Financing the Plan, which will likely cost more than \$1 Billion, will require the identification, assembly, and deployment of multiple funding sources over many years as the Westside revitalization effort is expansive and complex.

Team

The CHA, the City of Chattanooga and the Chattanooga Design Studio nurtured a highly successful partnership during the planning process and formed the Executive Team. All remain committed to working together to ensure the implementation of the Plan. Coordination and collaboration with many additional committed partners are essential to the success of such an ambitious and comprehensive plan.

Ongoing and Early Action Engagement Activities

Continuing to engage residents and community stakeholders is crucial to the Plan’s success. Consistent, transparent, and accessible communications will be essential throughout implementation with both stakeholders, funders, developers, partners, and residents. Keeping the residents of CHA properties informed through periodic resident-only meetings and discussing relevant issues is valuable to earn and maintain the trust of the community. Continuing the artist-led engagement effort with diverse artists helps with both traditional and non-traditional forms of engagement. Visible actions, even modest ones, are necessary to build momentum for change. These actions improve neighborhood



Early engagement activities with the neighborhood residents

confidence, sustain community energy, attract further engagement and help convince skeptical stakeholders that positive change is possible.

The Plan includes early action activities that emerged from conversations with residents and stakeholders during the planning process - the design and concept plan for the James A. Henry building, the renovation of Boynton Terrace and Dogwood Manor communities, the renovation and reopening of CHI Memorial Health Clinic at Boynton Terrace, the Community Health Promotion Program, COVID-19 vaccination, mental health services, community gardens, workforce development and resident councils.



Artist rendering of proposed Grove Street improvements and proposed mixed-use development.

SRR & ASSOCIATES, PC

ARCHITECTURE, SUSTAINABLE DESIGN, NEIGHBORHOOD AND DOWNTOWN REVITALIZATION, PLANNING AND URBAN DESIGN

JAMES A. HENRY CAMPUS HUB EXECUTIVE SUMMARY

March 14, 2022

Exhibit A

Site Plan

1st Floor Plan

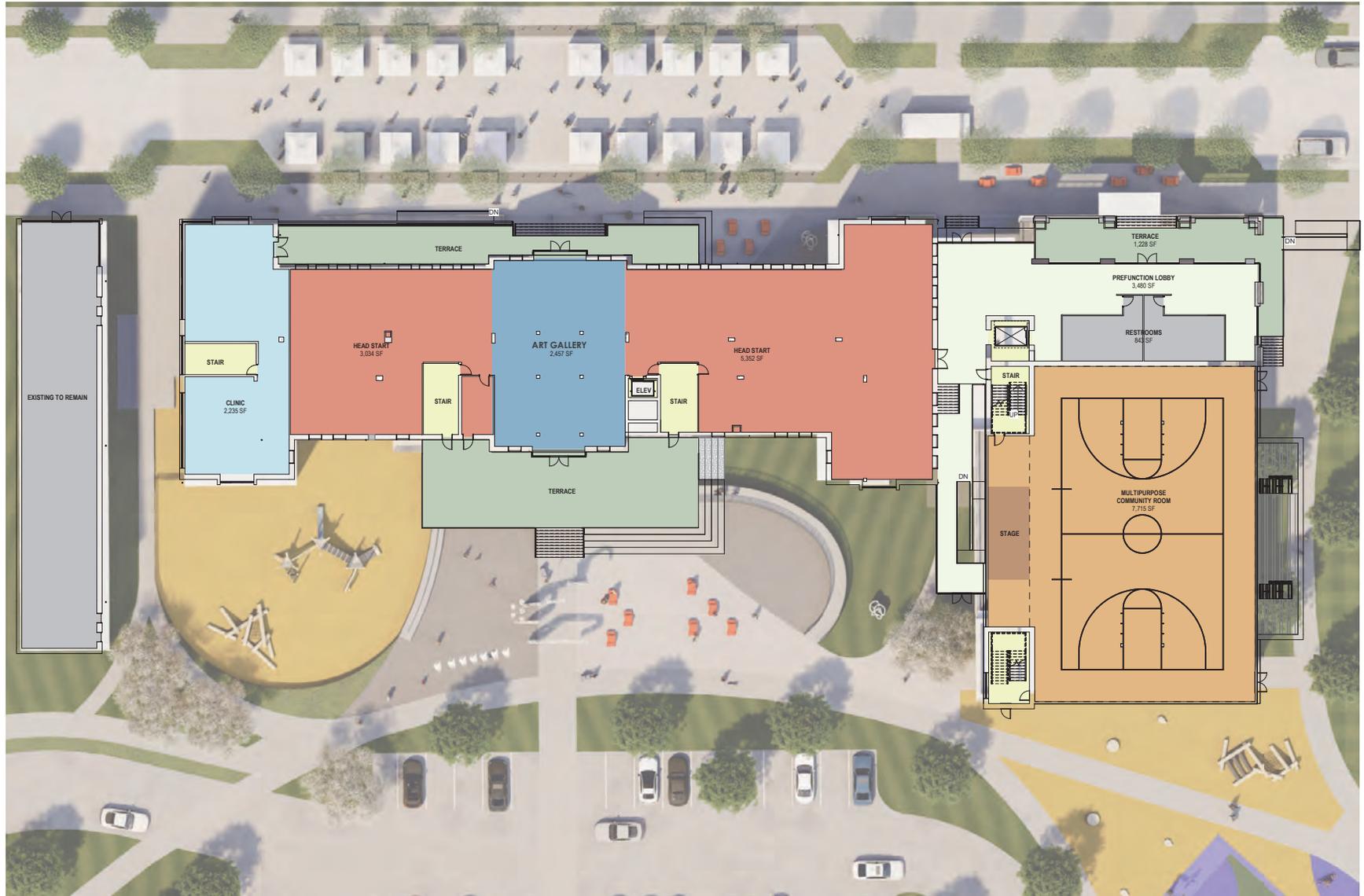
West Elevation

East Elevation

View Roof Top Sheila Jennings Park

View East Elevation







KEY PLAN





KEY PLAN





KEY PLAN





KEY PLAN



CHATTANOOGA HOUSING AUTHORITY

SECTION 3 POLICY



CHATTANOOGA HOUSING AUTHORITY
CHATTANOOGA, TN

Effective May 24, 2022

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CHATTANOOGA HOUSING AUTHORITY SECTION 3 POLICY

I. PURPOSE AND APPLICABILITY

- A. The purpose of this policy is to set forth standards for the Chattanooga Housing Authority (CHA) to comply with the requirement of the U.S. Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations (24 CFR 75), commonly referred to as “Section 3 requirements.”
- B. The provisions of this plan apply to training, employment, contracting, and other economic opportunities arising in connection with the expenditure of the following public housing assistance funding:
 1. Public housing development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937 (1937 Act);
 2. Public housing operating assistance provided pursuant to Section 9 of the 1937 Act; and
 3. Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act.
- C. The provisions of this policy also apply to training, employment, contracting, and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:
 1. Housing rehabilitation (including contracts for reduction and abatement of lead-based paint hazards, facilities maintenance, landscaping, painting, professional services, janitorial services, and extermination and excluding routine maintenance performed by CHA staff and contracts for supplies not requiring a labor component);
 2. Housing construction; and
 3. Other public construction.

II. GENERAL

It is the policy of the CHA to ensure that employment and other economic opportunities generated by financial assistance from the U.S. Department of Housing and Urban Development (HUD) shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-income and very low-income persons, particularly those who are recipients of government housing assistance, and to business concerns that provide economic opportunities to low-income and very low-income persons.

To this end the CHA will make best efforts to recruit, employ, and use eligible Section 3 workers and Section 3 business concerns in the CHA workforce and in all contracts resulting from the expenditure of HUD funding for Section 3 covered contracts. The CHA and its

contractors and subcontractors will develop strategies to achieve the goal of providing meaningful, full-time permanent employment and business opportunities to eligible Section 3 residents and Section 3 business concerns.

III. DEFINITIONS

A. Section 3 Worker - For the purpose of this policy, a “Section 3 worker” is:

1. A worker whose income for the previous or annualized calendar year is below the income limit established by HUD;
 - (a) A low-income person, defined as an individual whose income does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high- or low-income individuals; or
 - (b) A very low-income person, defined as an individual whose income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.
2. A worker employed by a Section 3 business concern; or
3. A worker who is a YouthBuild participant.

B. Targeted Section 3 Worker - A Section 3 worker who is also:

1. A worker employed by a Section 3 business concern; or
2. A worker who is currently, or who was when hired by the worker’s current employer, a resident in a public housing project or Section 8-assisted housing; or
3. A resident of other projects managed by the PHA that is expending assistance; or
4. A current Youthbuild participant.

C. Section 3 Business Concern - For the purpose of this policy, a “Section 3 business concern” is a business that meets at least one of the following criteria, documented within the most recent rolling six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section-8 controlled housing

- D. NOTE - The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

IV. BENCHMARKS FOR SECTION 3 COMPLIANCE

CHA is committed to making a good faith effort to attain the benchmarks for providing employment and training opportunities to Section 3 workers and Section 3 business concerns. CHA may demonstrate compliance with Section 3 requirements by achieving the goal of utilizing 25% of total employee labor hours performed by Section 3 workers to include 5% of labor hours performed by targeted Section 3 workers. As a part of fulfilling this requirement, CHA will focus on identifying and contracting with Section 3 business concerns.

V. SECTION 3 TRAINING AND EMPLOYMENT INITIATIVES

To demonstrate compliance with the numerical goals set forth in this policy, the CHA, its contractors and subcontractors should first consider for employment those individuals whom the CHA has identified as Targeted Section 3 workers, then other Section 3 workers.

The CHA will maintain at all times a current listing of Targeted Section 3 residents who are interested in working and update the list annually.

The CHA will provide the employment applications of Targeted Section 3 workers to contractors and subcontractors for consideration for employment. The contractors and subcontractors will make good faith efforts first to hire Section 3 residents.

VI. SECTION 3 CONTRACTING INITIATIVES

A. Priority Categories for Section 3 Business Concerns

The CHA recognizes the statutory priority for contracting with Section 3 businesses and that identifying and supporting Section 3 business concerns will be an important tool in maintaining compliance with the new Section 3 Final Rule requirements. To that end, CHA will develop procedures for certifying business concerns as Section 3.

B. Section 3 Business Concern Certification

The CHA will operate a program of certification for businesses seeking recognition as Section 3 business concerns. A business seeking such recognition may complete appropriate certification forms and provide documentation to the CHA of eligibility for Section 3 status.

The CHA will maintain at all times a current listing of certified Section 3 business concerns and update this list annually.

The CHA will provide contact information to potential Section 3 business concerns regarding opportunities for certification as a Section 3 business concern.

The CHA will provide the most current list of CHA-certified Section 3 business concerns to bidders, contractors, and subcontractors for consideration for contracting opportunities.

C. Section 3 Business Concern Contracting

The CHA will make best efforts to award Section 3 covered contracts to Section 3 business concerns 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.

Where the CHA does not contract directly with Section 3 business concerns, the CHA will require that primary contractors meet these goals to the extent permitted by law. In the event that a contractor is unable to meet these goals, the contractor must demonstrate good faith efforts to meet the goals through the subcontracting of work with Section 3 business concerns.

The CHA will require every contractor who submits bids/proposals for Section 3 covered contracts to complete a certification statement that acknowledges an understanding of the Section 3 training and employment requirements.

To achieve these goals, the CHA will distribute to Section 3 business concerns and disadvantaged business concerns notices of upcoming bid opportunities, instructions on the certification process for Section 3 business concerns, appropriate contact information for disadvantaged business certification process, and lists of contractors and subcontractors with current projects with the CHA or on the bidders' list for current solicitations.

VII. SECTION 3 BUSINESS CONCERNS AND THE PROCUREMENT PROCESS

In its procurement activities, the CHA will comply with the provisions of 24 CFR 200, TCA § 62-6-101, and other related Federal, State, and local laws and regulations. The CHA will, to the extent permissible by law, support the Section 3 initiatives set forth in this policy in its procurement activities.

The CHA will make every effort to give notice regarding upcoming contracting opportunities to Section 3 business concerns and to provide information relating to the competitive procurement process upon request.

In the procurement of services pursuant to a Request for Proposals (RFP), the CHA will identify all evaluation factors and their relative importance to be used to rate proposals. One of the evaluation factors may address both a preference for Section 3 business concerns and the acceptability of the strategy for meeting the "greatest extent feasible" requirement of this Section 3 policy, as disclosed in proposals submitted by all business concerns. This factor may provide for a range of up to 15% of the total number of available points to be set aside for the evaluation of these two components. The component of this evaluation factor designed to address the preference for Section 3 business concerns may establish a preference for these business concerns in the order of priority set forth in Section VI.A of this policy.

With respect to the acceptability of the proposer's Section 3 strategy, the RFP may require the disclosure of the contractor's Section 3 strategy to comply with the Section 3 training and employment preference, or subcontracting preference, or both, if applicable. A determination of the contractor's responsibility may include the submission of an acceptable Section 3 strategy. The CHA shall award the contract to the responsible firm, either a Section 3 business concern or non-Section 3 business concern whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

The CHA may recognize a preference for Section 3 business concerns in the award of Section 3 contracts under the competitive negotiation (qualification-based) method of procurement. The CHA may develop evaluation criteria that incorporate the agency's Section 3 goals. The CHA may assign a value equivalent to no more than 15% of the total number of available rating points.

VIII. SECTION 3 IMPLEMENTATION

The CHA will comply with Section 3 requirements in its agency-wide training and employment practices and will ensure Section 3 compliance in the operations of its contractors and subcontractors by taking the following actions:

- A. Development and implementation of strategies and procedures designed to increase community awareness about the CHA's Section 3 initiatives and the availability of training and employment opportunities for Section 3 residents;
- B. Development and implementation of strategies and procedures designed to increase the business community's awareness of the CHA's Section 3 initiatives and about contracting opportunities generated by Section 3-covered assistance;
- C. Notification of potential contractors for Section 3-covered contracts about the requirements of this policy and incorporation of the Section 3 clause in all solicitations and contracts, either physically or by reference; and
- D. Documentation of actions taken to comply with this policy, the results of the action taken, and impediments, if any.

MINORITY AND WOMEN'S BUSINESS OR INDIAN ENTERPRISE OPPORTUNITYa. **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 ownership 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;

MINORITY BUSINESS OPPORTUNITY

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- (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).

ATTACHMENT 5: WESTSIDE EVOLVES DEVELOPER PARTNER BUSINESS TERM SHEET

Instructions: Responders must fill in developer name, and must provide a response to every Business Term listed here. Use this table and additional sheets (if necessary) to provide responses. If additional sheets are provided, clearly label the Business Term being responded to and the Developer Response.

DEVELOPER:	[add developer name here]	Respond to each term
	Business Term	Developer Response
Pre-development Costs	Developer covers 100% of the project's pre-development costs.	
Choice Neighborhoods	CHA and the City intend to apply for a Choice implementation grant. Developer commits to serving as Housing Implementation Entity (HIE) and abiding by Choice requirements for the HIE and the housing plan, if awarded.	
Site Control	CHA to retain long-term ownership; Land conveyed via ground lease.	
	Transfer of City-owned and other non-CHA sites subject to final negotiation/MOU between City and land owner, but CHA assumes land will first be transferred to CHA and made available for development via long-term ground lease.	
Land Value + Acquisition	CHA-owned land value provided as capitalized lease payment based on appraisal at time of closing; land value recorded as purchase money note and subject to repayment at closing and/or subject to cash flow repayment.	
	The cost to acquire privately held sites will be included in the project cost and spread proportionally across phases. CHA will seek reimbursement for any costs to acquire properties.	
Site Condition	Land conveyed <i>as is</i> ; developer responsible for any required remediation and demolition; cost to be included as project cost.	
Environmental Review/Approval	CHA has completed a Phase 1 environmental assessment and is in the process of securing National Environmental Protection Act (NEPA) review for College Hill. Developer to conduct or obtain, as applicable, any necessary third-party environmental assessments necessary under the NEPA and 24 CFR Part 50 or Part 58, as applicable, for the remaining sites, and all other appropriate state and federal law environmental reviews necessary in order to implement the development plan.	
Right of First Refusal	No sale of leasehold interest or improvements by owner or member without first offering such interest to CHA or its affiliate. CHA shall maintain a Right or an Option to Purchase at all times after the compliance period.	
James A Henry Hub	The existing James A. Henry building (and adjacent Sheila Jennings Park) will be rehabilitated and expanded (see attachment pertaining to JAH campus). Developer shall propose no design solution that negatively impact the approved plans for the James A. Henry HUB. Developer is expected to coordinate infrastructure and related projects with the JAH builder to ensure seamless coordination and integration of the projects.	
	If developer is interested in serving as the developer for this campus, please indicate intent and outline specific experience constructing community facilities and open spaces. NOTE: this is an optional task and will not be considered as part of the overall scoring criteria to determine top ranked firms.	
Coordination with Adjacent Partners	Developer to collaborate with developer of adjacent Bend redevelopment, and other efforts to ensure coordination of infrastructure and related projects.	

Build First Strategy	The overall plan assumes a build-first strategy on sites that require no families to relocate during the first phase of residential construction.	
Relocation and Supportive Services	Must include the cost of relocation and supportive services into the project budget	
Historic Preservation (SHPO)	College Hill has been confirmed to be eligible for SHPO considerations. As a result, the concept plan includes a proposal to preserve and rehabilitate one of the existing College Hill buildings. CHA is in the process of negotiating a MOU with SHPO to address required preservation requirements. Developer must commit to meeting or exceeding the requirements as outlined in the SHPO Stipulations (see Attachment #6), which includes the rehabilitation of one building as live-work spaces.	
Concept Plan Approval	The final site plan is subject to review and input from residents and community stakeholders, and review and approval from the WETP Implementation Working Group (CHA, EJP, CDS, the City) and CHA's Board of Commissioners. Proposed concept plans are not assumed to be approved upon submission of a response to this proposal.	
Replacement Units	Must comply with requirement to replace all existing affordable units in mixed income communities. Developer free to proposal changes in the affordability mix, as long as no phase is segregated as 100% affordable phases or buildings.	
Operating Subsidy for Replacement Units	Must comply with Project-Based Voucher (PBV) requirements, assumed as subsidy type for all replacement units subject to HUD approval. However, developer must agree to include RAD/RAD PBVs should CHA not be successful securing PBVs for 100% of replacement units.	
Developer Overhead	Developer overhead will not be an allowable development cost.	
Developer Fee	Developer to maximize fees permitted by HUD Safe Harbor, THDA or other funding sources. CHA shall earn a developer fee not less than 25% (this is a floor) of total developer fee and CHA will prioritize proposals that provide the best return on investment to CHA.	
	Developer fee paid to CHA will be on a similar payout schedule as earned by the developer.	
	Any deferred developer fee will be paid pari passu.	
Co-Developer	CHA to act as co-developer.	
Guarantees	Developer will provide all necessary and required guarantees to investor and lenders, such as completion, lease-up, stabilized occupancy, etc. CHA will not provide any guarantees typically required of developers by investor. Guarantees must include UFAS Certification to demonstrate code and other required compliance requirements have been met.	
	If a JV, explain which JV member will provide the guarantees and why.	
Financing	Developer responsible for securing all financing necessary to complete project.	
	CHA will assist in securing financing from City and other funders, where appropriate.	
	CHA will be responsible for preparing and submitting a Choice Neighborhoods Implementation grant application; developer will assist CHA with housing-related narrative and attachments.	

	Developer to solicit and select third party lenders and investors; CHA expects developer to demonstrate competitive rationale for lender/investor selection; CHA expects to review and approve equity investor.	
	Any investors/lenders considered for involvement must be in good standing with CHA. No debarred entities shall be considered.	
	All funding and tax credit applications will be prepared by developer and provided to CHA for review prior to submission; reasonable review period will be established by the parties to ensure adequate time for review and discussion.	
Development Budget	Subject to CHA's approval and included as Exhibit to MDA	
Development Schedule	Subject to CHA's approval and included as Exhibit to MDA	
Cash Flow	50/50 after all project obligations are satisfied. CHA's share of cash flow will not be used as a source of repayment of any CHA note.	
Construction Cost Savings	Payable to CHA to capitalize supportive services sustainability plan assuming all outstanding developer fee is paid in full.	
Third Party and Affiliated Entities	Fee payable to the General Contractor, property management, and any affiliated entity are subject to HUD Cost Control Standards for overhead, profit, and general conditions on any deals utilizing HUD financing.	
Davis Bacon Requirements	Project subject to applicable Davis Bacon Wage Requirements as established by Department of Labor	
Section 3 + W/MBE Requirements	Project subject to CHA's Section 3 + W/MBE Policies	
Termination for Convenience	CHA shall have a right to terminate for convenience. In such instance, a termination fee payable to developer will be negotiated in the MDA. In addition to the negotiated Termination Fee, in the event of a termination for convenience, any third party costs borne by developer and disclosed to CHA in the approved pre-development budget will be reimbursed by CHA, and all work products will be provided to CHA, subject to an approved pre-development budget.	
Termination for Infeasibility	CHA and developer will have rights to terminate the agreement for certain infeasibility conditions to be negotiated in the MDA. If both parties mutually agree the completion of the plan is not feasible due to unforeseeable events, either party may terminate the agreement. Parties release each other from liability. Infeasibility may include, but is not limited to, the identification of unbudgeted remediation costs.	
Termination for Cause	CHA may terminate for cause at any time after 30 day notice and cure period elapses. Definition of cause to be negotiated in MDA and generally will include breach of contract, insolvency/bankruptcy, developer's unilateral withdrawal from the project, failure to comply with Davis Bacon wage requirements or other federal regulations, failure to maintain required insurance coverage for itself and its subcontractors, debarment or suspension of the developer or members of its team. If developer is terminated for cause, CHA shall not be liable to developer for any unearned developer fees.	
Indemnification	Developer shall indemnify, defend, and hold harmless CHA and its officials, agents, employees, and affiliates against liability for any suits, actions, judgments, injuries, damages, expenses, losses, or claims of any character, including attorney's fees, arising from, or relating to the conduct, acts, or omissions of the Developer, its employees, partners, or subcontractors in connection with the performance of services and obligations under the contract. The requirements of the indemnification provision shall survive the termination of the contract.	
Right to Return	All original residents in good standing at the time of re-occupancy shall have a right to return with no additional screening criteria imposed by the developer and/or property manager.	

Asset Management	CHA will maintain certain oversight and monitoring responsibilities for all replacement units, pursuant to a RAD Agreement and/or HAP Contract. To cover these costs, developer will underwrite a reasonable asset management fee payable to CHA following occupancy.	
Ownership Structure	CHA expects to participate in the ownership structure and serve as co-developer through its instrumentality. Provide a proposed organizational structure and assumptions of % ownership. CHA will not provide any guarantees.	
Real Estate Taxes + PILOT	If assumed by developer, explain how this will be secured.	
Construction Monitor	Cost of CHA construction monitor/clerk of the works to be included in the project budget.	

STIPULATIONS

CHA shall ensure that the following measures are carried out:

I. DOCUMENTATION

Prior to the commencement of demolition, CHA, on behalf of the City of Chattanooga, will document College Hill Courts and the former Second District Junior High School in the following manner:

- A. Develop a written and site plan inventory of all buildings to be demolished at College Hill Courts, identifying them by their known assigned building number, building types and/or sizes, and apartment types and/or sizes.
- B. Submit digital elevation drawings and floor plans of representative samples of each building type and/or size, as well as apartment type and/or size that is identified in the inventory in Stipulation I.A. If available, scans of original architectural plans will be acceptable to meet this requirement.
- C. Create a digital photographic record for College Hill Courts.
 - i. Photographs will consist of overall views of the property that provide adequate understanding of the setting and spatial relationships of the buildings/complex; each visible exterior elevation and interiors of representative samples of a building and apartment for each building type and/or size, as well as apartment type and/or size, that is identified in the inventory; significant exterior and interior architectural features, landscape features, and public spaces.
 - ii. The photographs will be keyed to a site plan, sketch map, or aerial imagery with photo number and view direction indicated.
 - iii. Digital photographs should meet National Register photograph policy standards located at https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_508.pdf
 - iv. Digital images shall be submitted on a flash drive or CD and should be taken using a camera with at least 6 megapixels, be in JPEG format, and must be at least 3000 pixels by 2000 pixels (450 ppi for 6.5" x 4.5").
- D. Submit digital elevation drawings and floor plans for the former Second District Junior High School building. If available, scans of original architectural plans will be acceptable to meet this requirement.
- E. Create a digital photographic record for the former Second District Junior High School.
 - i. Photographs will consist of overall views of the property that provide adequate understanding of the setting and spatial relationships of the building to the surrounding neighborhood/structures; each visible exterior elevation and interiors of the building; significant exterior and interior architectural features, landscape features, and public spaces.
 - ii. The photographs will be keyed to a site plan, sketch map, or aerial imagery with photo number and view direction indicated.
 - iii. Digital photographs should meet National Register photograph policy standards located at https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_508.pdf

- iv. Digital images shall be submitted on a flash drive or CD and should be taken using a camera with at least 6 megapixels, be in JPEG format, and must be at least 3000 pixels by 2000 pixels (450 ppi for 6.5" x 4.5").
- F. Items A through F must be submitted to the SHPO for review and comment prior to demolition of College Hill Courts and the former Second District Junior High School building and within sixty (60) days of execution of this Agreement. If SHPO does not comment within thirty (30) days of receipt, recordation materials may be considered sufficient for documentation and the CHA may proceed with demolition. If SHPO objects to any part of the recordation, CHA shall undertake the work necessary to complete recordation. Final submission of recordation materials shall occur within ninety (90) days of the execution of this Agreement.
- G. Upon acceptance of the final recordation package, copies of the digital files will be submitted to the Bessie Smith Cultural Center and Chattanooga African American Museum and University of Tennessee Chattanooga Special Collections Library.

II. REHABILITATION OF JAMES A. HENRY SCHOOL BUILDING

CHA will preserve the former James A. Henry School building and incorporate it into the design of the Westside Redevelopment area, as a multipurpose building that includes community space and a repository for historic information on the Westside neighborhood. CHA shall require its architect to make every effort possible to incorporate the *Secretary of the Interior's Standards for Rehabilitation* (Standards) into the plans for rehabilitation of the administrative building. CHA will provide a copy of the proposed James A. Henry School building rehabilitation plans to SHPO for review/approval prior to the implementation of any work. SHPO will provide written comments to CHA within thirty (30) days of receipt. The rehabilitation will be completed within three (3) years of the execution of this MOA.

If SHPO believes that the proposed alterations or replacements do not meet the Standards and will adversely affect the James A. Henry School building, the Parties to the Agreement shall consult to resolve the dispute pursuant to Stipulation VII of this MOA. Examples of potential adverse effects to the James A. Henry School building may include, but are not limited to, new construction, alterations, additions that are out of character, or demolition. Copies of all correspondence related to such alterations or replacements will be provided to all consulting parties.

III. ORAL HISTORIES

Within two (2) years of the execution of this MOA, CHA, on behalf of the City of Chattanooga, will collect and digitally archive oral histories from a representative sample of former residents of College Hill Courts and other portions of the Westside Neighborhood, as well as former students at the James A. Henry School and Second District Junior High School. Digital files for these oral history interviews will be deposited into the collections of the Bessie Smith Cultural Center and Chattanooga African American Museum and University of Tennessee Chattanooga Special Collections Library.

IV. EDUCATION MATERIALS

Within three (3) years of the execution of this MOA, CHA, on behalf of the City of Chattanooga, will develop educational materials as outlined below.

- A. CHA will develop and install at least four (4) historical interpretation panels for permanent display within the new Westside Redevelopment area. The panels may include, but not be limited to, information on the history of the Chattanooga Housing Authority and public housing in Chattanooga, the history and/or architecture of College Hill Courts, the history of the James A. Henry School and the Second District Junior High School and Chattanooga's segregated school system, the history of the Westside Neighborhood, changes to the area over time, or other relevant subjects. Before completing and installing the panels, and within two (2) years of the execution of this MOA, CHA shall submit a signage plan to SHPO for review, showing the proposed location of the panels and outlining the proposed topics for the panels and projected source information, which may include narrative text, digitally archived oral histories, newspaper articles, historic photographs, or CHA documents. SHPO will provide comments to CHA within thirty (30) days of receipt. Within six (6) months of receipt of comments from SHPO on the signage plan, CHA will submit drafts of each panel layout in digital format to the SHPO for review. SHPO will provide comments to CHA within thirty (30) days of receipt.
- B. CHA will develop a GIS-based story map that presents the history of the Westside neighborhood, including the development of College Hill Courts by CHA, and its significance to the history of Chattanooga and the role of the James A. Henry School and the Second District Junior High School in the history of the Westside neighborhood and the history of Chattanooga public school. CHA will make the story map available on its website within two (2) years of the execution of this MOA through at least the duration of the agreement.

ATTACHMENT #6.1

Area of Potential Effects (APE) for the Westside Neighborhood Development Project

The APE for the Westside Development Project consists of the footprint of the proposed development area, as shown on the map below.

College Hill Courts, located at 1201 Poplar Street, consists of 55 structures on a 22-acre parcel, roughly bounded by West Main Street, Riverfront Parkway, Grove Street, 12th Street Court, and Poplar Street. The former Second District Junior High School (currently the Chattanooga Youth and Family Development building) is located at 501 West 12th Street, on an approximately 6.13-acre parcel. The James A. Henry School building is a single building, located at 1200 Grove Street, located on an approximately 1.2-acre parcel.



Figure: Proposed Development Area for the Westside Development Project.

AFFIRMATIVE ACTION PLAN**for**

_____, 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.

AFFIRMATIVE ACTION PLAN

Page 2

- 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: _____

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).

CORPORATE CERTIFICATION

(For Use when Offeror is a Corporation)
(May change wording to fit LLC)

I, _____ certify that I am the _____ of
the Corporation named in the foregoing proposal; that _____,
who signed this proposal was then _____ of said corporation; that said
proposal was duly signed for and in behalf of said corporation by authority of its governing body
and within the scope of its corporate powers; and that said corporation is organized under the laws
of the State of _____.

(Corporation)

(Officer)

(Date)

(Corporate Seal)

DRUG AWARENESS PROGRAM

A. POLICY STATEMENT

Contractors or Grantees must publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited at the workplace. The statement must specify the disciplinary action that will be taken against the employee for violation of the policy.

B. AWARENESS PROGRAM

Contractors or Grantees must establish and implement a program to inform employees about (a) the dangers of workplace drug abuse, (b) the employer's policy, (c) the existence of available counseling, rehabilitation or employee assistance programs, and (d) the penalties for drug abuse violation.

C. EMPLOYEE OBLIGATION

Contractors or Grantees must give each employee a copy of the statement and make adherence to the policy a condition of employment. The employee must notify the employer within five (5) days of a conviction for a violation occurring in the workplace.

D. GOVERNMENT NOTIFICATION

Contractors or Grantees must notify the contracting or grant agency within ten (10) days of the receipt of an employee notice of conviction.

E. EMPLOYEE PENALTY

Contractors or Grantees must either impose a sanction or require successful participation in an approved drug assistance or rehabilitation program within thirty (30) days of the receipt of a conviction notice. Sanctions are not specified but may include termination.

F. GOOD FAITH REPORT

Contractors or Grantees must make a good faith effort to comply with the Act.

DRUG AWARENESS PROGRAM

Page 2

G. SANCTIONS

The Act provides that a contract or grant may be suspended or terminated and the Contractor or Grantee suspended or debarred from participation in covered federal contracts or grants if:

1. The Contractor or Grantee has made a false certification under the Act;
2. The Contractor or Grantee violates the certification by failing to carry out the requirements of the Drug Awareness Program;
3. The number of convictions of employees for violations in the workplace of criminal drug statutes indicate that the Contractor or Grantee is not complying with the Act.

H. CONTROLLED SUBSTANCE

A controlled substance is defined as those substances listed in Schedules I through V of Section 202 of the Controlled Substances Act.

I. CONVICTION

Conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of any sentence for violation of Federal or State criminal drug statutes.

PARTNERSHIP CERTIFICATION

(For Use when Offeror is a Partnership)

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he is a general partner in the firm of _____ and that said firm consists of himself and _____

_____ and that he 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.

(Partner)

Subscribed and sworn to before me
this _____ day of _____, _____

(Notary Public)

(SEAL)

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)

PROFILE OF FIRM

(1) Prime _____ Subcontractor _____ (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 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 (submit a brief resume for each, but do not duplicate any resumes required above):

NAME	TITLE

(10) Bidder Diversity Statement: You must circle 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)

PROFILE OF FIRM

- (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



Instructions to Offerors

Non-Construction

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

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) 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.

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.

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.

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;

(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:]

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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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 111, 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
 - () 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.

(v) 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.

(i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] 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, sexual orientation, gender identity, disability, or national origin. 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. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'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.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance 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/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance 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/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) 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 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

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 Federal agency 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

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.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Page 2

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 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)

Certifications and Representations of Offerors

Non-Construction Contract

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

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/offerors 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:

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Attachment #7.13

Applicant Name

Program/Activity Receiving Federal Grant Funding

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 sub recipients 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.

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 (mm/dd/yyyy)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

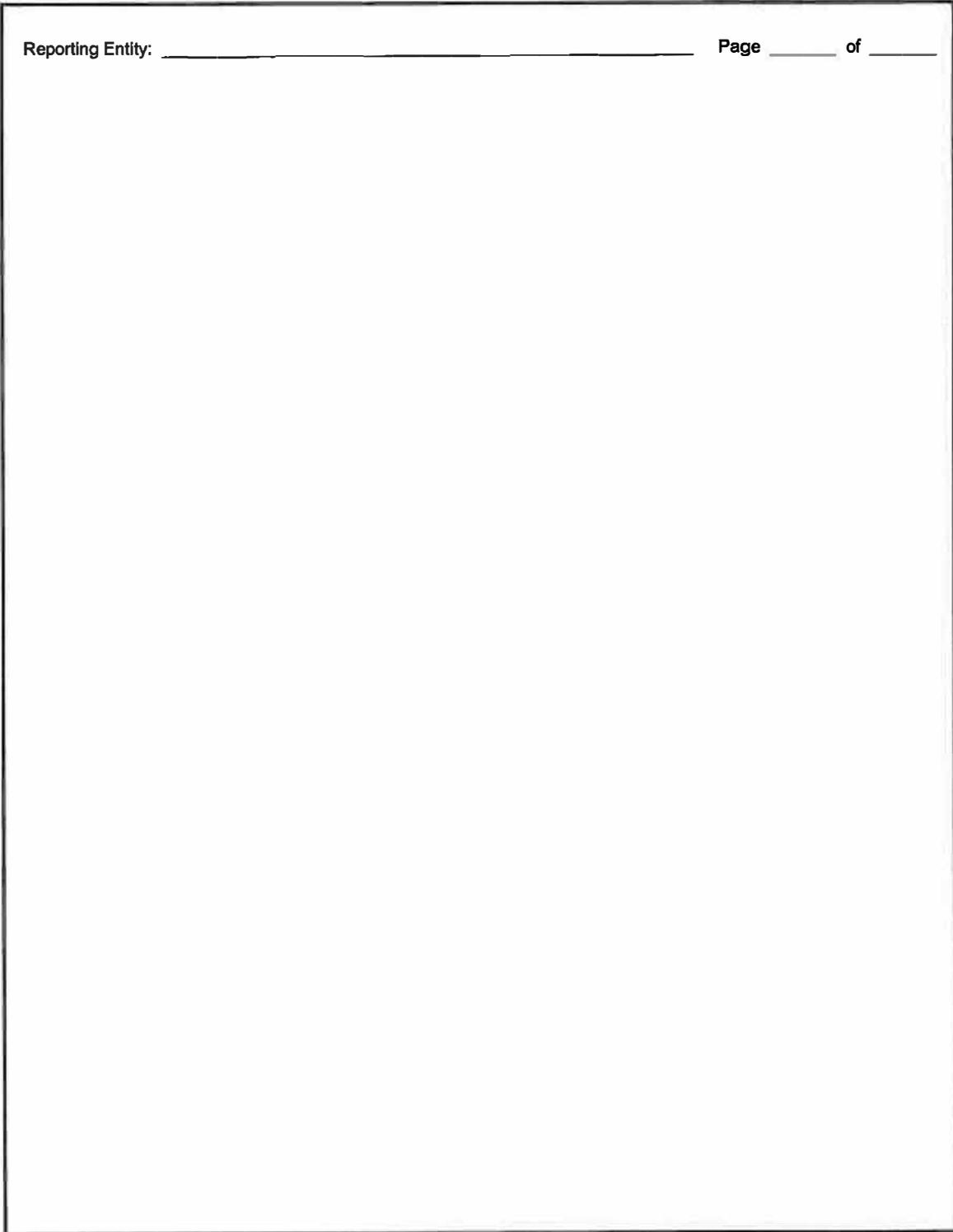
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



SECTION 3 INFORMATION FOR CONTRACTORS AND SUBCONTRACTORS

The following information has been developed to give to contractors and subcontractors to explain CHA's Section 3 program. The attached forms are 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.

Also included are income limits for use in determining Section 3 employee eligibility.

“THE SECTION 3 CLAUSE”

A. Authority. 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) and 24 CFR Part 75. 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. Contracting, Contract Certification and Compliance. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 75, 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 75 regulations. Specifically, contracts must be:

1. Consistent with existing Federal, state or local laws and regulation, PHAs and other recipients of public housing financial assistance and their contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.
2. PHAs and other recipients, and their contractors and subcontractors, in the following order of priority:
 - (a) To Section 3 business concerns that provide economic opportunities for residents of the public housing development for which assistance is provided;
 - (b) To Section 3 business concerns that provide economic opportunities for residents of other public housing developments or Section 8-assisted housing managed by the PHA that is providing the assistance;
 - (c) To YouthBuild programs; and
 - (d) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan counties) in which the assistance is provided.

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

D. Subcontracts. The contractor agrees to include this *Section 3 Clause* in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in the applicable provision of the subcontract or in this *Section 3 Clause* upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75.

E. Employment and Training Opportunities. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed and with persons other than those to whom the regulations of 24 CFR require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 75.

Specifically, the contract shall be consistent with existing Federal, state and local regulations. PHAs or other recipients receiving public housing financial assistance, as well as their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated

by the public housing financial assistance to Section 3 workers. These best efforts must apply to the Section 3 workers in the following order of priority:

1. To residents of the public housing development for which the public housing financial assistance is expended;
2. To residents of other public housing developments managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
3. To participants in YouthBuild programs; and
4. To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan counties) in which assistance is expended.

F. Noncompliance. Noncompliance with HUD’s regulations in 24 CFR Part 75 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 eligible Section 3 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 from the Section 3 Coordinator. All requests for Section 3 consideration of incentives shall be made a minimum of one week prior to bid opening or proposal deadline.

A. Definitions:

A Section 3 Business is a business concern meeting at least one of the following criteria, documented within the last 6-month period:

- A business concern that is 51% or more owned and controlled by low- or very low-income persons; or
- A business concern where over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 housing.

A Section 3 Worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- The worker’s income for the previous or annualized calendar year is below the income limit established by HUD; or
- The worker is employed by a Section 3 business concern; or
- The worker is a YouthBuild participant.

A Targeted Section 3 Worker for public housing financial assistance is a Section 3 worker who is:

- A worker employed by a Section 3 business concern or;
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the last 5 years:
 - A resident of public housing or Section 8-assisted housing or;
 - A resident of other public housing developments or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - A YouthBuild participant.

B. Contractor/Subcontractor Goal for Hiring Section 3 Workers:

Consistent with existing Federal, state and local laws and regulations, contractors and subcontractors receiving public housing financial assistance must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

C. Section 3 Business Contracting:

CHA requires that Primary Contractors award, or make a good faith effort award contract and subcontracts in the following priority:

- To Section 3 business concerns that provide economic opportunities for residents of the public housing development for which the assistance is provided;
- To Section 3 business concerns that provide economic opportunities for residents of other public housing developments or Section 8 assisted housing managed by the PHA that is providing the assistance;
- To YouthBuild programs; and
- To Section 3 business concerns that provide economic opportunities to Section 3 workers resident within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.
- Nothing in this document shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 businesses are not exempt from meeting the specifications of the contract.

ACHIEVING COMPLIANCE IN HIRING SECTION 3 WORKERS

A Contractor must employ certified Section 3 workers 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 will be maintained by CHA. CHA keeps a current list of certified residents who are interested in Section 3 employment.

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

- Give priority to Section 3 and Targeted Section 3 workers residing at the site where the contract work is being done.
- Review the list of Section 3 workers and contact those with the appropriate skills and qualifications to be interviewed.
- Interview the Section 3 workers and hire those that meet the qualifications for the job, and notify the CHA of your selections. Nothing in this document shall be construed to require

the employment of a person who qualifies as a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the job to be filled.

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 Section 3 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.
- Conduct outreach in areas occupied by low-income persons.
- Arrange 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.

If the Contractor is only able to meet the Section 3 resident hiring targets through the employment of non-Public Housing or non-Section 8 workers, 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, Marion or Sequatchie counties in TN or Catoosa, Dade or Walker counties in GA and certification as a low or very-low income person residing in these counties must be documented. CHA shall verify the eligibility of all Section 3 workers prior to authorizing payment of the project invoice to which the payroll report applies.

ACHIEVING COMPLIANCE IN CONTRACTING WITH SECTION 3 BUSINESSES

CHA will maintain a current listing of Certified Section 3 Businesses. The City of Chattanooga’s Office of Multicultural Affairs maintains a list of local Minority/Women/Disadvantaged (M/W/D) business concerns. All bidders shall be given a copy of CHA’s list of Section 3 Business concerns and contact information for the Office of Multicultural Affairs.

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

- 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.

- First provide opportunities to Section 3 businesses to submit quotes, bids, or enter into negotiated subcontracts.

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.
- 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

CHA certifies businesses seeking recognition as a Section 3 Business concern. Any business concern seeking Section 3 preference in the awarding of non-construction 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 Section 3 Business points, the certification as a Section 3 Business Concern must have been granted one week prior to the deadline for bids or proposals.

- 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 or referenced in the solicitation packages.
- Upon request, the Section 3 Coordinator shall provide information and assistance to interested parties in completing the forms required for certification.

- Contractors must return all required forms and documentation for certification as a Section 3 business **not less than one week** before the closing date and time for the RFP or RFQ if the business wishes to receive certification for that submission.
- 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.
- 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.

GREIVANCE PROCEDURE

CHA desires to offer to concerned parties a procedure whereby complaints alleging noncompliance with the Section 3 statute can receive prompt and equitable hearing and resolution. Grievances surrounding CHA's Section 3 program may be submitted in writing to the Section 3 Coordinator. Contact the Section 3 Coordinator for requirements.

**INCOME LIMITS
FOR CHATTANOOGA, TENNESSEE-GEORGIA MSA
FY 2022**

EXTREMELY LOW-INCOME	\$15,800
VERY LOW-INCOME	\$26,350
LOW-INCOME	\$42,150

FY 2022 MEDIAN FAMILY INCOME FOR **CHATTANOOGA, TN-GA MSA**: \$75,200

NOTE: Hamilton County is part of the **Chattanooga, TN-GA MSA**, so all information presented here applies to all of the **Chattanooga, TN-GA MSA**. The **Chattanooga, TN-GA MSA** contains the following areas: Catoosa County, GA; Dade County, GA; Walker, GA; Hamilton County, TN; Marion County, TN; and Sequatchie County, TN.

The FY 2014 Consolidated Appropriations Act changed the definition of Extremely Low-Income to be 30/50ths (60%) of the Section 8 Very Low-Income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% Very Low-Income limit. Consequently, the Extremely Low-Income limits may equal the (50%) Very Low-Income limits. (Prorated by family size)

For details on the calculation steps for each of the various parameters, go to <https://www.huduser.gov/portal/datasets/il.html>. Income Limit areas are based on FY 2021 Fair Market Rent (FMR) areas. For information on FMR's, please see HUD's associated FY 2021 [Fair Market Rent documentation system](#).

ESTIMATED PROJECT WORK FORCE BREAKDOWN

Contractor/Subcontractor: _____

Project Name/Site: _____ Project #: _____

Person Completing Form: _____ Date: _____

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Occupied by Section 3 Workers	No. of Positions Occupied by Targeted Section 3 Workers
Officer/Supervisors				
Professionals				
Technical				
Hsg. Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
<i>To list manpower requirements for additional trades, please use an additional form</i>				

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

Contractor: _____ Project Name/Site: _____ Project #: _____

Person Completing Form: _____ Date: _____

Type of Contract (Business or Professional)	Total #	Est. # of Contracts to Section 3 Businesses

ACTUAL PROJECT WORKFORCE BREAKDOWN

Contractor/Subcontractor: _____

Project Name/Site: _____ Project #: _____

Person Completing Form: _____ Date: _____

Job Category	Total Positions Utilized for Project	No. of Positions Occupied by Permanent Employees	No. of Section 3 Workers	No. of Targeted Section 3 Workers
Officer/Supervisors				
Professionals				
Technical				
Hsg. Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TOTALS				

¹ Includes Section 3 Workers assigned to this project that were already working for Contractor

SECTION 3 BUSINESS UTILIZATION

Project Number: _____

Name of Prime Contractor: _____

Address: _____

Federal Identification No: _____

SUBCONTRACTOR	Section 3 ¹	ADDRESS/PHONE	TRADE OR SERVICE	AWARD DATE	FEDERAL ID #

¹ Check if Subcontractor is a Section 3 Business Concern

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:

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:

- 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, claiming at least 75% percent of their workforce labor hours are performed by Section 3 workers

- 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

Attested by: _____

Name: _____

Date: _____

Authorizing Name & Signature

For CHA Use Only:

Certified as Section 3 Business? Yes No Date: _____

Verification Status:

- Ownership by 51% Low Income persons
- 75% labor hours performed by Sec 3 persons
- Ownership by 51% public housing or Section 8 residents

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 or controlled by low- or very-low income persons; or
 2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 3. The business is at least 51% owned or controlled by current public housing residents or current residents of Section 8-assisted housing.

- 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 WORKERS
(Check ALL that apply)

- _____ By entering into "first source" hiring agreements with organizations representing Section 3 workers.
- _____ By establishing training programs which are consistent with the requirements of the Department of Labor, specifically for Section 3 workers, in the building trades.
- _____ By advertising employment and training positions to occupants of public housing developments.
- _____ 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 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/offeror's efforts to comply with the training and employment provisions of Section 3.

Signature: _____
 Date: _____

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA 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 by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with 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 the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. 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 PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) 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 construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. 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 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:Á

(a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á

(b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á

(c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á

(d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ

(e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ü^||^| agrees as follows:Á

(a) The ContractorÜ^||^| shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á

(b) The ContractorÜ^||^| shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship. Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, 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, Section 503 of the Rehabilitation Act of 1973, 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 that the Contractor is in non-compliance 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/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) 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 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be 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 and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

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

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

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

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

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA 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.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, 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 (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, 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.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or 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. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual 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.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any 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 such 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 subparagraph (j)(1) 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 subparagraph (j)(1) of this clause.
 - (3) 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 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 subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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 exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. 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.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Mark Bell, Project Manager
Chattanooga Housing Authority
DEVELOPMENT DEPARTMENT
801 N Holtzclaw Ave
Chattanooga, TN 37404

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH121 REV 10/17

PARTNERSHIP CERTIFICATION

(For Use when Offeror is a Partnership)

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he is a general partner in the firm of _____ and that said firm consists of himself and _____

_____ and that he 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.

(Partner)

Subscribed and sworn to before me
this _____ day of _____, _____.

(Notary Public)

(SEAL)

My Commission Expires: _____

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)