

**HUD AND CHA FORMS AND CERTIFICATIONS  
FOR NON-CONSTRUCTION  
[Requests For Proposals (RFP) and Requests For Qualifications (RFQ)]**

**List of Documents Included**

**Instructions to Proposers for Service Contracts**  
**Instructions to Offerors – Non-Construction (HUD-5369-B)**  
**Certifications and Representations of Offerors – Non-Construction Contract (HUD-5369-C)**  
**Profile of Firm**  
**Corporate Certification**  
**Partnership Certificate**  
**Statement of License Certificate**  
**Section 3 Clause/Signature Form**  
**Equal Employment Opportunity Statement**  
**Affirmative Action Plan**  
**Minority and Women’s Business of Indian Enterprise Opportunity**  
**Civil Rights Compliance**  
**Drug Awareness Program**  
**Certification For a Drug-Free Workplace (HUD-50070)**  
**Certification of Payments to Influence Federal Transactions (HUD-50071)**  
**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**  
**Disclosure of Lobbying Activities (SF-LLL)**



## **CHATTANOOGA HOUSING AUTHORITY**

### **INSTRUCTIONS TO PROPOSERS FOR SERVICE CONTRACTS**

#### **I. PROPOSAL FORMS**

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

#### **II. INTERPRETATIONS**

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

#### **III. NONCOLLUSION AFFIDAVIT**

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

#### **IV. OFFEROR'S EXPERIENCE**

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

#### **V. TIME FOR RECEIVING OFFERS**

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

the premature opening of a proposal not properly addressed and identified. Unless specifically authorized, telegraphic offers will not be considered, but modification by telegraph of proposals already submitted will be considered if received prior to the date and time for submission and written confirmation of such modification over the signature of the offeror is placed in the mail and postmarked prior to the proposal opening.

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

## **VI. OPENING OF PROPOSALS**

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

## **VII. WITHDRAWAL OF OFFERS**

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

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

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

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# 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:

---



## 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:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Caucasian<br>American (Male)<br>_____ % | <input type="checkbox"/> Public-Held<br>Corporation<br>_____ % | <input type="checkbox"/> Government<br>Agency<br>_____ % | <input type="checkbox"/> Non-Profit<br>Organization<br>_____ % |
|--|--|--|--|

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:

- |   |   |  |  |   |  |  |
|---|---|--|--|---|--|--|
| <input type="checkbox"/> Resident-<br>Owned*<br>_____ % | <input type="checkbox"/> African<br>American<br>_____ % | <input type="checkbox"/> **Native<br>American<br>_____ % | <input type="checkbox"/> Hispanic<br>American<br>_____ % | <input type="checkbox"/> Asian/Pacific<br>American<br>_____ % | <input type="checkbox"/> Hasidic<br>Jew<br>_____ % | <input type="checkbox"/> Asian/Indian<br>American<br>_____ % |
|---|---|--|--|---|--|--|

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Woman-Owned<br>(MBE)<br>_____ % | <input type="checkbox"/> Woman-Owned<br>(Caucasian)<br>_____ % | <input type="checkbox"/> Disabled<br>Veteran<br>_____ % | <input type="checkbox"/> Other (Specify):<br>_____ % |
|--|--|---|--|

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

**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)*

**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)*

**“THE SECTION 3 CLAUSE”**

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

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

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

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

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

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: \_\_\_\_\_

## **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)*



## 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: \_\_\_\_\_

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

### a. MBE Goal

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

### b. Definitions

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

Page 2

- (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).

## 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).

## **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.



# 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



# Certification of Payments to Influence Federal Transactions

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

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 subrecipients shall certify and disclose accordingly.

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

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.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11.</b> 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 filer 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: _____	
<b>Federal Use Only:</b>		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 \_\_\_\_\_