QUOTATIONS FOR SMALL PURCHASE (QSP)

For

Executive Search Firms
(QSP 20-06)

Prepared by:

Procurement Office
Housing Authority of the
Birmingham District
1826 3rd Avenue South
Birmingham, Alabama 35233

Interim President and CEO............................................Dontrelle Young-Foster

June 8, 2020
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INTRODUCTION

The Housing Authority of the Birmingham District (HABD) is a very large Public Housing HABD with approximately (4022) conventional public housing units located at twelve (12) sites within the Birmingham city limits. The HABD additionally administers a Section 8 program which consists of approximately (5241) units. The property of HABD is used for essential public and governmental purposes and is exempt from all taxes.

The HABD was incorporated in 1935 and in 1937 began participation under the provisions of the United States Housing Act of 1937. The HABD is governed by a (5) member Board of Commissioners. The Mayor of the City of Birmingham appoints members of the governing board for staggered terms; they, in turn, elect a Chairperson and Vice Chairperson. The Board members also appoint a President/CEO to administer the affairs of the Authority.

HABD enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. HABD maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. HABD programs are federally funded along with development and modernization grants and rental-income.

In keeping with its mandate to provide efficient and effective services, HABD is now soliciting proposals from qualified, firms to provide an Executive Search. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments and addenda in their entirety.

Please note that all quotes will be retained by HABD for audit purposes. HABD reserves the right to reject any and/or all quotes, or to waive any informality in the process. Submissions received after the deadline will not be considered. An Offeror submitting a late quote will be so notified. All material submitted in the quote becomes the property of HABD and will not be returned.

Remainder of this page left blank intentionally
### QSP INFORMATION AT A GLANCE

| HABD CONTACT PERSON          | Carl M. Edwards  
|                             | Phone: 205-521-0611  
|                             | Fax: 205-521-7704  
|                             | Email: cedwards@habd.net  

| HOW TO OBTAIN THE RFQ DOCUMENTS | Available on **June 8, 2020 at 12:00 p.m. CST**  
|                                | Housing Authority of the Birmingham District  
|                                | 1826 Third Avenue South Birmingham, AL 35233  

| HOW TO OBTAIN THE RFQ DOCUMENTS ON THE WEBSITE | Access: [www.habd.org](http://www.habd.org)  
|                                                | Click on the "Procurement" Link  

| HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A BID SUBMITTAL | As instructed within Section 4.0 of the bid document, submit 1 copy of your “hard copy” bid to HABD Procurement Office  
|                                                               |  

| QUOTE SUBMITTAL RETURN & DEADLINE | **Friday, June 26, 2020 at 10:00 a.m. CST**  
|                                  | Housing Authority of the Birmingham District  
|                                  | 1826 Third Avenue South Birmingham, AL 35233  
|                                  | *(The “hard copy” bid must be received in hand and time stamped by HABD by no later than 2:00 p.m. CST on this date).*  

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**The point of contact for this solicitation is:**

Carl M. Edwards  
Director of Procurement  
(205) 521-0611  
cedwards@habd.net
1.0 THE HABD'S RESERVATION OF RIGHTS. The HABD reserves the right to:

1.1 Right to Reject, Waive, or Terminate the QSP. Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the HABD to be in its best interests.

1.2 Right to Not Award. Not award a contract pursuant to this QSP.

1.3 Right to Terminate. Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 30 days written notice to the Firm(s).

1.4 Right to Determine Time and Location. Determine the days, hours and locations that the successful respondent (hereinafter, "Firm") shall provide the services called for in this QSP.

1.5 Right to Retain Quotes. Retain all quotes submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving quotes without the written consent of the Contracting Officer (CO).

1.6 Right to Negotiate. Negotiate the fees proposed by the quoting entity.

1.7 Right to Reject Any Quote. Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.

1.8 No Obligation to Compensate. Have no obligation to compensate any respondent for any costs incurred in responding to this QSP.

1.9 Right to Prohibit. At any time during the QSP or contract process, prohibit any further participation by a respondent or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the HABD website (www.habd.org) and by downloading this document, each prospective respondent is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the Director of Procurement (DP) in writing within 3 days of the discovery of any item listed herein or of any item that is issued thereafter by the HABD that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HABD, but not the prospective respondent, of any responsibility pertaining to such issues.

1.10 Obtaining Competitive Solicitation Documents. The HABD website (www.habd.org) is the appropriate venue to obtain the competitive solicitation documents and any other information pertaining to the competitive solicitation such as addenda). In order to maintain a fair and impartial competitive process, HABD can answer questions only in response to written questions received within the specified time frame. HABD must avoid private communication with the prospective respondents during the evaluation period. The written questions will be the only opportunity for Contractors to ask questions as to form and content. The addendum will be made available on HABD's website.
2.0 SCOPE OF WORK:

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>Executive Search Firms</th>
</tr>
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<tbody>
<tr>
<td>TIME FRAME</td>
<td>Not to Exceed (60 Days)</td>
</tr>
<tr>
<td>PROPOSED START DATE</td>
<td>TBD</td>
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2.1 Project Background and Description Statement: The Housing Authority of the Birmingham District is looking to add the services of a qualified firm to assist the Board of Commissioners in its national search efforts for the selection of a President/CEO. The HABD has budgeted a maximum of $25,000.00 for these services. Fees proposed shall include all fringe benefits, profit, overhead, general and administrative costs, per the scope of work listed below:

2.1.1 Organization of the Search:

- Assistance in reaching concurrence on the HABD’s behalf regarding needs and characteristics needed for the position in question.
- Meet with members of the HABD Board of Commissioner and (HR) to gain an understanding of the HABD’s history and culture, structure and operations, and strategic direction.
- Coordinate with HR and assist with incoming application qualification.
- Provide regular progress reports to Search committee and make recommendations to the Board.

2.1.2 Agency Analysis Needs:

- Assistance in outlining the conditions of employment:
  
  a. Develop written information about the position and the Agency, including a position specification document that identifies the basic responsibilities, reporting relationships, desirable experience and professional characteristics required of candidates.

- By request conduct any offer contingent reference, background, and other pre-employment checks.

2.1.3 Recruitment of Candidate Pool:

- Identifying potential candidates through professional outreach.

2.1.4 Candidate Evaluation and Selection:

- Collaborate with the Board of Commissioners and HR in the evaluation and identification of finalists.

- In coordination with HR, screens/resumes of candidates for background and qualifications followed by telephone or in-person interview as needed.

  a. Prepare written summary of candidates with the most promising qualifications.
2.1.5 Candidate Vetting and Interviews:

- Interviews with semifinalists; video conferencing or in person
- In-depth reference checks to evaluate the candidates' performance on the job.
- Debriefing the Board of Commissioners and HR following interviews and identify additional candidates if necessary.

2.1.6 Confidentiality Statement:

- The Board of Commissioners and HR and the selected vendor(s) will be required to keep all information about candidates confidential unless otherwise required by law.

ADDITIONAL WORK Should additional work be required, which is beyond the scope of this QSP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a contract amendment will be issued to authorize the work.

3.0 QUOTE FORMAT:

3.1 SECTION 3: If an entity wishes to claim a Section 3 business preference (please see Attachment E include hereto), he/she must submit a fully completed Attachment E along with the additional documentation detailed therein.

3.2 Entry of Proposed Fees: The proposed fees shall be submitted by the respondent and received by the HABD. Unless otherwise stated, the proposed fees are all-inclusive of any related costs that the firm will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment not specifically agreed to by the HABD; etc.

3.3 Additional Information Pertaining to the above Pricing Items:

3.3.1 Quantities: All quantities entered by the HABD herein are for calculating purposes only. As may be further detailed herein, the HABD does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP, as the HABD anticipates that the ensuing contract will be a Requirements Contract, in which case the HABD shall retain one firm only and shall retain the right to order from that contractor (successful respondent), on a task order basis, any amount of services the HABD requires.

3.3.2 Submission Conditions/Responsibilities: By accessing the website and downloading these documents, each prospective respondent that does so is thereby agreeing to confirm all notices that the HABD delivers to him/her as instructed, and by submitting a quote, the respondent is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this QSP. It shall be the responsibility of each respondent to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HABD, including the QSP document and any addenda and required attachments submitted by the respondent. Failure to execute any of the HABD requirements contained within the documents may cause that respondent to not be considered for award.
3.4 Respondent’s Responsibilities — Contact with the HABD: It is the responsibility of the respondent to address all communication and correspondence pertaining to this QSP process only to the Director of Procurement identified within the “At a Glance Table” on page 4 herein. Respondents must not make inquiry or communicate with any other HABD staff member, or the HABD Board of Commissioners pertaining to this QSP. Failure to abide by this requirement may be cause for the HABD to not consider a quote submittal received from any respondent who has not abided by this directive.

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

3.5 Respondent’s Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the HABD have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.5.1 Within our HABD Procurement Policy it states that our HABD will:

3.5.1.1 Assistance to Small and Other Business, Required Efforts:

3.5.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.5.1.2 Encouraging their participation through direct solicitation of quotes or quotes whenever they are potential sources;

3.5.1.3 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.5.1.4 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.
4.0 QUOTE EVALUATION:

4.1 No Public Opening. After the quote submittal deadline all quotes received will be evaluated in private for responsiveness (e.g. meets the minimum of the requirements) and responsibility (e.g. a firm that is qualified, responsible and able to provide to the HABD the required services). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HABD in a timely manner (in any case, in no less than five (5) days after such determination is made). The HABD reserves the right to, as determined by the HABD, “waive informalities and minor irregularities” in the offers received.

4.1.1 Ties. In the case of quotes, the award shall be decided by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. The HABD will evaluate each quote submitted as to responsiveness (e.g. meets the minimum of the requirements and follows protocol for quote). If the HABD ascertains that such firm has met and followed the proper protocol for this quotation, the HABD may proceed with award as detailed herein. If the HABD determines that such firm is deemed to be not responsive, such firm will be notified of such in writing by the HABD in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HABD may proceed with the noted Responsive and Responsible Evaluations with the next-lowest respondent.

4.3 Restrictions. Any and all persons having ownership interest in a respondent entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a respondent entity will be excluded from participation in the evaluation of the quote.

5.0 CONTRACT AWARD:

5.1 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the HABD pursuant to this QSP:

5.1.1 Contract Form. The HABD will not execute a contract on the successful respondent’s form--contracts will only be executed on the HABD form and by submitting a quote, the successful respondent agrees to do so (please note that the HABD reserves the right to amend this form as the HABD deems necessary). However, the HABD will during the QSP process (prior to the submittal deadline) consider any contract clauses that the respondent wishes to include therein and submits in writing a request for the HABD to do so; but the failure of the HABD to include such clauses does not give the successful respondent the right to refuse to execute the HABD’s contract form. It is the responsibility of each prospective respondent to notify the HABD, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HABD will consider and respond to such written correspondence, and if the prospective respondent is not willing to abide by the HABD's response (decision), then the prospective respondent shall be deemed ineligible to submit a quote.
5.1.2 Assignment of Personnel. The HABD shall retain the right to demand and receive a change in personnel assigned to the work if the HABD believes that such change is in the best interest of the HABD and the completion of the contracted work.

5.1.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HABD, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

5.2 Contract Period: The HABD anticipates that it will initially award a contract for the period not to exceed sixty (60) days with the option, at the HABD’s discretion to extend for a specified time period.

5.3 Licensing and Insurance Requirements. Prior to award (but not as a part of the quote submission) the Contractor will be required to provide:

5.3.1 General Liability Insurance:

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<tr>
<th>Insurance Type</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability</td>
<td>HABD must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HABD such as appraisers, inspectors, attorneys, engineers or consultants.</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>HABD must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HABD properties.</td>
</tr>
<tr>
<td>Workers Compensation and Employer’s Liability</td>
<td>Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is $500,000. Workers’ Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of HABD must be included in the Workers’ Compensation policy. HABD must be a Certificate Holder.</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>This is required for any vendor who will be doing hands on work at HABD properties. HABD must be named as an Additional Insured and as the Certificate Holder.</td>
</tr>
</tbody>
</table>

5.3.2 City/County/State Business License. If applicable, a copy of the respondent’s business license allowing that entity to provide such services within the City of Birmingham, AL, Jefferson County, and/or the State of Alabama.

5.3.3 Profile of Firm Form. The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE QUOTE SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).
5.4 Right to Negotiate Final Fees. The HABD shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated respondent may, at the HABD's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HABD has chosen a top-rated respondent. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HABD shall retain the right to end such negotiations and begin negotiations with the next-rated respondent. The HABD shall also retain the right to negotiate with and make an award to more than one respondent, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.5 Contract Service Standards. All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

*Remainder of this page left blank intentionally.*
Attachment A

Fee Sheet
Executive Search Firms
QSP 20-06
(Return with Proposal-page 1 of 2)

(Company Name) shall provide the services as detailed in the attached proposal for Executive Search Firms, subject to the term, scope of services and general conditions set forth in the QSP, for a fixed cost of:

($________________________).

*A price breakdown in accordance with QSP scope must also accompany this sheet).

Proposer's Initials:

_______ 1. Firm has read and understand the documents, and Firms proposal made in accordance therewith;

_______ 2. Firm has reviewed the QSP for Executive Search Firms prepared by HABD and understands that it will apply to this project and his/her proposal is made in accordance therewith;

_______ 3. Firm has included in the QSP the cost of all labor, material and items required for the proper execution and completion of the work;

_______ 4. Firm's proposal is based upon the materials, system and equipment required by the QSP documents without exception;

_______ 5. Firm is licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work shown on the QSP and Contact documents;

_______ 6. Firm has reviewed the HABD policy on Section 3 compliance provided. All bidders will be required to meet the HABD minimum required for Section 3, non-compliance is not an option.

Proposer acknowledges receipt of the following addenda:

No. ____, dated_______ No. ____, dated_______

No. ____, dated_______ No. ____, dated_______

No. ____, dated_______ No. ____, dated_______

HOUSING AUTHORITY THE BIRMINGHAM DISTRICT
The Undersigned Proposer Agrees to the following:

1. The proposal will not be modified, withdrawn or canceled during the period following the time and date designated for the receipt of proposal until the Contract Award is announced.

2. Proposer will be required to hold given prices for a period up to ninety (90) days until the owner issues a Notice to Proceed.

3. Proposer understands that the HABD reserves the right to reject any or all proposals and waive any informalities or irregularities in the bid or in the bidding.

4. Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said respondent entity has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other respondent or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other respondent or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

5. Verification Statement: The undersigned respondent 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 HABD discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.

Contractor

Business Address

City __________________________ State __________________________ Zip ____________

Proposer's Signature __________________________________________ Date ____________

Title ____________________________________________________________

If firm is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If firm is a partnership, set forth the name of the firm together with the signature of the partner or partner authorized to sign contracts on behalf of the partnership.

HOUSING AUTHORITY THE BIRMINGHAM DISTRICT
Attachment B

PROFILE OF FIRM
Housing Authority Birmingham District

Profile of Firm Form (Page 1 of 2)

1. Prime _______ Joint Venture/Partner _______ Sub-contractor _______ (This form shall be completed by and for each).
2. Name of Firm: __________________________ Telephone: __________________ Fax: __________________
3. Street Address, City, State, Zip: __________________________
4. Identify Principals/Partners in Firm

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
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5. Please indicate the operating structure of your company.

☐ Publicly Held Corporation  ☐ Privately Held Corporation  ☐ Government Agency  ☐ Non-Profit Organization  ☐ Partnership  ☐ Sole Proprietorship

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

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

☐ African American  ☐ **Native American  ☐ Hispanic American  ☐ Asian/Pacific American  ☐ Hasidic Jew  ☐ Asian/Indian American

_____%  _____%  _____%  _____%  _____%  _____%

☐ Woman-Owned (MBE)  ☐ Woman-Owned (Caucasian)  ☐ Disabled Veteran  ☐ Caucasian American (Male)  ☐ Other (Specify):

_____%  _____%  _____%  _____%  _____%

7. Is the business 51% or more owned by a public housing resident? ☐ Yes ☐ No. If yes, provide name and address of the public housing facility:

Facility Name: __________________________
Facility Address: __________________________ City: __________________________
SWMBE Certification Number: __________________________
Certification Agency: __________________________
(Note: A Certification/Number is not required – enter if available)

8. Federal Tax ID Number: __________________________

9. City of Birmingham License No.: __________________________
(10) State of Alabama License No.: ____________________________

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when with whom and state the circumstances and any resolution.

____________________________________________________________________

(12) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the Birmingham District or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

____________________________________________________________________

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

____________________________________________________________________

(14) 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 Alabama, or any local government agency within or without the State of Alabama? Yes ☐ No ☐

Initials ______

(15) Disclosure Statement: Does this firm or any principal(s) thereof have any current, past, personal or professional relationship with any Commissioner or Officer of the HABD? Yes ☐ No ☐

Initials ______

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such bid is genuine and not collusive and that said Offerer has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer 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 or affiant or of any advantage against the HABD or any person interested in the proposed contract; and that all statements in said proposal are true. (See Attachment....)

(17) Verification Statement: The undersigned Offerer 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 HABD discovers that any information entered herein is false, that shall entitle the HABD to not consider nor make award or to cancel any award with the undersigned party.

(18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Signature _______ Date _______ Printed Name _______ Company _______
Attachment C

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2  MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION
TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

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

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

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

Procurement of Recovered Materials

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

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

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

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

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

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

HUD-5369-C
CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
NON-CONSTRUCTION CONTRACT

HOUSING AUTHORITY THE BIRMINGHAM DISTRICT
1. Contingent Fee Representation and Agreement
(a) The bidder/offeree represents and certifies as part of its bid/offere that, except for full-time bona fide employees working solely for the bidder/offeree, the bidder/offeree:

(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/offeree shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeree 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/offeree represents and certifies as part of its bid/offere 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)

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

3. Certificate of Independent Price Determination
(a) The bidder/offeree certifies that—

(1) The prices in this bid/offere have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeree 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/offere have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree 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/offeree 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/offeree'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)(l) 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)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeree's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree'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)(l) 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:
Attachment E

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY
SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

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

I have read and understand these requirements of this Section 3 funded project:

Business Name: __________________________________________

Business Address: ________________________________________

Print Name: _____________________________________________

________________________________________________________

Signature                                      Date
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Please return this form to the following address:  
Section 3 Coordinator  
Housing Authority of the Birmingham District  
1826 3rd Avenue S  
Birmingham, AL 35233

The HABD’s Section 3 Self Certification  
For assistance completing the online application, please call  
Phone: 205-521-0614

Section 3 Business Criteria: Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, “Section 3 Resident Self-Certification Form.”

☐ 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.

☐ 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.

☐ 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the Birmingham District that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

☐ My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.

☐ My business is not a Section 3 business.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date Signed:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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Company Name

Address

Telephone Number

Type of Business: (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
PART I-- Purpose: To ensure that regulations promulgated under 24 CFR Part 135 "Economic Opportunities for Low- and Very Low-Income Persons" is met, HABD has developed and approved a Section 3 Policy for HABD. Information on specific compliance with Section 3 is found in HABD's Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the 'assurance of compliance' certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by HABD.

Name of Business: ______________________________________________________________________

Business Address: ______________________________________________________________________

Contract Name/Solicitation #: ______________________________________________________________________

Total amount of Bid: ______________________________________________________________________

PART II: PRIOR COMPLIANCE CERTIFICATION

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

__________________________________________  ____________________________________________  ___________
Signature/Title  Print Name  Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
☐ I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Skip to the attestation and notarized signature on the final page of Section 3 Form #3.

IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, you must immediately contact your HABD contract contact as well as the HABD Section 3 Coordinator.
PART IV: CONTRACTING/SUBCONTRACTING NEEDS:

If you plan to subcontract, please list the proposed subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be performed (Building trade or other type of work)</th>
<th>Are they Section 3 Business? Yes/No</th>
<th>Contract Amount</th>
<th>% of Total Contract</th>
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</table>

Use an additional sheet if required

Total amount to be sub-contracted to Section 3 Business Concerns: $______________

Percentage of total $ value of bid/contract: ________________

IMPORTANT: Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to Section 3 business concerns and shall immediately contact your HABD contract contact as well as the HABD Section 3 Coordinator.
PART V: WORKFORCE NEEDS AND HIRING PLAN

Preliminary Statement for Workforce Needs: HABD intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by HABD via its contractors. Please list the status of all planned employment position and opportunities for this contract. Preference for all opportunities must be given to low- and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify HABD or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.

<table>
<thead>
<tr>
<th>1. List Job Title/Trade</th>
<th>2. Total # of Employees Needed to complete Scope of Work by Job Title</th>
<th>3. Total # from Current Staff</th>
<th>4. Of the total # in column (3), how many are Section 3 hires within the past 3 years?</th>
<th>Total # of New Hires Needed (Column 2 – Column 3)</th>
<th>Total # of New Hires expected to be Section 3 Residents</th>
</tr>
</thead>
</table>

Use an additional sheet if required
PART VI. OTHER REQUIREMENTS

Outreach Plan:
Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement. Check at least three (3) other methods you will employ:

- The local community newspaper(s)
- The most widely distributed newspaper
- HABD website
- HABD properties management offices in a conspicuous location
- Homeless service agencies
- Local HUD-supported housing communities
- Local Workforce Board
- Other locations as approved by HABD
- Email blast residents on the HABD Section 3 Resident List
- Post notices on social media controlled by HABD

Documentation of "To the Greatest Extent Feasible":

The contractor will work with HABD Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with HABD by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from HABD’s Section 3 area, based on the priority order in HABD’s Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. HABD’s contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.

2. Review and consider the Section 3 Resident List provided by HABD prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).

3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p.5 of 7)

Recordkeeping:
The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to HABD, its staff, or agents.

Reports:
The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:
The contractor will certify that any vacant employment positions, including training positions that filled:

   (1) after the contractor is selected but before the contract is executed; and
   (2) with persons other than Section 3 residents

were not filled to circumvent the subcontractor’s obligations under 24 CFR Part 135.

Other Economic Opportunities:
If a contractor has demonstrated that it has no need or plans to subcontract or hire, or that can demonstrate that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot, may provide other economic opportunities to Section 3 residents and business concerns as described in the HABD Section 3 Policy. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities. A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:
The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in HABD solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p.6 of 7)

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the HABD Section 3 Action Plan.

HABD shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from HABD notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.

B. If at any time a contractor fails to bring the contract into compliance, HABD must withhold all future payments until the contract is in compliance.

C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to HABD why it cannot meet compliance. HABD must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If HABD deems the cause to be unacceptable, at its option, HABD can extend the cure period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or

D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or HABD does not accept any of the contractor’s corrective plans or justifications for non-compliance, HABD may terminate the contract immediately. HABD shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. All funds due to the contractor shall be held and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement. Failure to comply with Section 3 may result in contract termination and/or prohibit bids for future contracts with HABD for at least one (1) year after the existing contract ends.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself shall meet compliance within seven (7) calendar days of contract start or HABD shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this section shall apply.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 7 of 7)

ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: ____________________________________________

Name of Authorized Officer: __________________________________________

Title of Authorized Officer: __________________________________________

_________________________________________                        __________
Signature                                                      Date

NOTARY REQUIRED

STATE:   COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, __________________________________, whose named as ___________________________ (Title) of ___________________________ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _________________ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ______ day of ________, 20__.

_________________________________________
Notary Public

My Commission Expires: ______________________{SEAL}