February 10, 2020

Mr. Cardell Davis, Chairman
Dr. Morrell Todd, Vice-Chairman
Ms. Willie J. Lewis, Commissioner
Mr. Dennis G. Pantazis, Jr., Commissioner
Dr. Anthony Hood, Commissioner
Birmingham, AL 35233

NOTICE OF REGULAR MEETING

Notice is hereby given that the regular session of the Board of Commissioners of the Housing Authority of the Birmingham District will be held at 12:00 p.m. on Thursday, February 20, 2020 at the George W. McCoy Facility, located at 1301 25th Avenue North, Birmingham, Alabama 35204.

Sincerely,

Michael O. Lundy
President/CEO

MOL: alb
Agenda

I. Call to Order

II. Moment of Silence

III. Roll Call

IV. Adoption of Agenda

V. Recognition of HABD Employee of the Month for January 2020

VI. Approval of Minutes
   1. Regular Meeting, January 16, 2020

VII. Old Business

VIII. New Business

IX. President/CEO’s Report

X. Financial Services
   1. Presentation of Cumulative Low-Income Housing and Housing Choice Voucher Finance Report for Period Ended December 31, 2019
   2. Approval of Charge-Offs for Period Ended January 31, 2020
   3. Approval of Community Rules and Regulations for Multifamily/PBRA Properties
   4. Approval of the Resident Selection Plan for Multifamily/PBRA Properties

XI. Procurement
   1. Approval of Award for Roofing, Siding and Gutter Replacement at Roosevelt City Housing Community
2. Approval of Award for HVAC Condenser Unit Relocation at Elyton Village Housing Community
3. Approval of Award of Contract for On-Call HVAC Services

XI. **Housing Operations**

1. Approval of the 2020 Utility Allowances for Public Housing

XII. **Council President Advisory Board (CPAB) Report**

XIII. **Staff Reports**

1. Public Safety Report
2. Procurement Outreach
3. Housing Operations – Housing Preferences that addresses Homelessness
4. Section 8 – Housing Preferences that addresses Homelessness

XIV. **Presentation(s) by Person(s) Desiring to Speak Before HABD Board of Commissioners**

XV. **Adjournment**
MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT
HELD ON JANUARY 16, 2020

The Commissioners of the Housing Authority of the Birmingham District met in regular session at 12:00 p.m. on January 16, 2020, at the George W. McCoy Facility in the City of Birmingham, Alabama. The meeting was called to order by Chairman Davis and upon roll call, those present and absent were as follows:

PRESENT:

Cardell Davis, Chairman
Willie J Lewis, Commissioner
Anthony C. Hood, Commissioner

ABSENT:

Morrell Todd, Vice-Chairman
Dennis G. Pantazis, Commissioner

ALSO, PRESENT:

Michael O. Lundy, President/CEO
Carolyn Avington, Chief Financial Officer
Calandra Jefferson-Mitchell, VP of Human Resources
Cordaryl Turner, Assistant VP of Housing Operations
Carl Edwards, Director of Procurement
Connie McLaurin, Construction Manager
Kangi Drake, VP of Assisted Housing
Cory Stallworth, VP of Real Estate Development
Jackie French, Section 3 Coordinator
Carol Clarke, Southside Development Company
Bertha Davis, President, CPAB
Ken King, City of Birmingham
James Turner, Procurement Coordinator
Toraine Clausell, Information Systems Manager
Lance Schmidt, CLA
Bertha Davis, President, CPAB
Shundria Keye, Leased Housing and Section 8
Kozette Todd, Internal Auditor
Kim Abrams, Leased Homeownership Facilitator
Sherea Harris-Turner, Director of Communications
Valerie Holmes, LIHTC Compliance
Barbara Merchant, Resident, Harris Homes
ALSO, PRESENT Cont’d

Delia Mim, Resident, Smithfield Court Community
Gloria Sanders, Resident, Smithfield Court
Wendy Brantley, Community Center Supervisor
Martha Bozeman, Agency 54
Carol Clarke, Southside Development Company
Ron Johnson, Community
Sheila Finney, Birmingham Police Department
Brian Wolfe, Corporate Realty
Angela Washington, Resident, Morton Simpson
Michael H. Bell, BCIA
Talbis Howell, GPS
Jermayne Richardson, GPS
Del Davis, Southside Development Company
Keith Rice, Community
Jaquiece Reynolds, Resident, Southtown Court
Eldridge Knighton, Resident, Morton Simpson Community
Willine Body, Resident, Elyton Village Housing Community
Dontrelle Foster, VP of Special Projects and Support Services
Jesse Lewis, Agency 54
Vanessa Young, Administrative Assistant
Kizzy Holmes, Administrative Assistant
Alicia Bibbs, Executive Assistant

The Chairman declared a quorum was present.

A moment of silence was observed.

Adoption of Agenda

Chairman Davis presented the Agenda. The agenda was adopted as presented.

Recognition of HABD Employee of the Month for December 2019

Ms. Kimberly Abrams the Homeownership Leased-Purchase Facilitator was recognized as the employee of the month for December 2019. Ms. Abrams thanked President Lundy and the Board for her award. A round of applause was made.

Approval of Minutes

Chairman Davis presented Approval of the Minutes for Regular Meeting, December 19, 2019. Upon a motion by Commissioner Lewis and seconded by Commissioner Hood, the minutes were
approved.

**Old Business**

For old business, Chairman Davis thanked President Lundy for the explanation on emergency housing and housing preferences for public housing. Chairman Davis stated that he felt more comfortable today than at the last meeting due to President Lundy’s explanation. President Lundy commented that he will provide the Board a list of housing preferences at the next meeting.

Chairman Davis inquired as to the status of the educational assessment for the Community Centers. President Lundy indicated that a small procurement solicitation was issued to have an entity to assess all of the public housing sites. However, it was determined a narrow focus on two sites would work for the full portfolio. Three firms responded to the RFP. An evaluation was completed and a firm was selected to conduct an assessment at Smithfield Court and Elyton Village Community Centers.

Chairman Davis stated that he was under the assumption that an assessment would be done on all sites except for Freedom Manor. Each site would have different needs stated Chairman Davis. The information gathered from the two sites he hopes would be enough to draw an accurate conclusion. However, the two sites may not accurately portray what is taking place at all sites. President Lundy responded that the assessment was a tool to get a sense of the deficiencies in the public housing communities. He wanted to get the ball rolling and use the resources on the actual services once the entity comes back with a plan.

**New Business**

For new business, Chairman Davis noted that a presentation was made by Michael Bell of BCIA at the last Board meeting. For the Board’s consideration, Chairman Davis made a motion to refer the matter that was presented by BCIA over to the Committee for further discussion to secure a clearinghouse for vendors desiring to do business with HABD. Upon a motion and seconded by Commissioner Hood, all voted in the affirmative.

**President/CEO Report**

President Lundy updated the Board on the Freedom Manor redevelopment. He reported that the major renovation of the senior housing development was completed and was anticipated to be ready within 30 days; a relocation meeting was scheduled with the returning residents in the month of January.

Next, President Lundy reported that HABD issued a Request for Qualifications for a developer partner to develop the six (6) RAD sites. A pre-submission conference was held with interested companies to engage in a dialogue regarding the solicitation. After the pre-submission conference, staff decided to extend the proposal submission date to January 13, 2020.

President Lundy reported that the contract for legal services had expired. A Request for Proposal was issued on January 2, 2020, with a proposal submission date of January 31, 2020. A
recommendation would be provided to the board once the evaluation process was completed. Lastly, President Lundy reported that Royal Bank of Canada (RBC) an equity partner was returning $2,607,000 to HABD as part of a loan for the construction of Tuxedo Terrace.

Chairman Davis commented on President Lundy’s report and expressed that he was concerned the housing authority currently do not have legal services. He noted that the Board was in a position where it did not have a choice but to move forward. However, there may be an option to move forward and still have coverage for a short time until permanent legal services can be obtained.

President Lundy added that there was a transition period with the prior legal entities for services to continue on a month to month until another law firm was secured. Chairman Davis stated that the Board will continue dialogue concerning this matter in the Committee meeting.

Chairman Davis commented on the Rental Assistance Demonstration (RAD) Program and stated that he was all for progress and the development of the RAD program, however, we needed to be sensitive as to how we move forward with the sites. His concern was the clusters of 2, and 3 site solicitation. The projects are so huge that it limits small businesses to bid on the solicitation. He further stated that he expressed this concern to President Lundy before the solicitation went out, however, President/CEO felt that this was the best way. Chairman Davis stated he would be more comfortable separating the developments site by site. He was willing to think out of the box but this has a direct impact on small business developers who would not bid on the work because they are too large. If there was a way to break them up it may be more palatable for him. He stated moving forward he believes the Board need to take a look at the solicitations to make sure the Board has a good grasp of what is going on before the solicitation goes out. The Board should be aware of what is being solicited. The chair further stated the Board may need to discuss this subject in the work session to see how they can develop a plan with the solicitation before going out. There needs to be some type of approval process to inform the Board of the intent of the agency on what is to take place. Chairman Davis stated that he will be keeping a close eye on the solicitation process to see how we can provide a level playing field for smaller firms to compete with larger ones.

President Lundy responded that he would be happy to have the staff speak on the information that was sent out to bring clarity to the matter. His vision was to receive multiple proposals from several businesses so work could be available for all who scored in the competitive range. Chairman Davis responded that he wanted to express his concerns. The matter can be discussed in the next meeting however, he felt that the problem was internal and was weighted against smaller minority businesses.

President Lundy responded that he made it clear to the contractors that they could bid on one or more than one development. This would give smaller developers the same opportunity as the larger ones. A couple of responses was received however, they have not started with the evaluation process.

Chairman Davis inquired as to how RAD would affect the ownership and management for Freedom Manor.
President Lundy briefly explained the RAD program in respect to public housing. He stated that several discussions were held with the Board on Freedom Manor. Freedom Manor was a different platform. HABD would not receive HUD subsidy through low rents but through project-based vouchers. HABD would manage and have full ownership of the development.

Ms. Avington added for clarity that any property the housing authority maintains and have ownership was considered project-based rental assistance. She stated that Freedom Manor was no longer public housing and would be project-based rental assistance.

After further discussion with Commissioner Lewis regarding the waiting list for Freedom Manor, President Lundy stated that the staff will assist every resident in good standing and wanted to return to Freedom Manor.

Financial Services

1. **Presentation of Cumulative Low-Income Housing Finance Report for Period Ended November 30, 2019**

Ms. Carolyn Avington, CFO presented the financial statements report for the period ending November 30, 2019, for Public Housing, and Central Office. Ms. Avington reported on items with variances of 10% or greater. Nine (9) items were over or under budget as of November 30, 2019. These items included MOD Inspector salaries, other income, insurance proceeds, office expenses, resident services-resident participation fund, gas utilities, maintenance materials, maintenance and capital assets addition. There were no questions on the financial report. The report was accepted.

2. **Approval of Charge-Offs for Period Ended December 31, 2019**

Ms. Avington presented approval of charge-offs for the period ended December 31, 2019. After a brief discussion, upon a motion by Chairman Davis and seconded by Commissioner Lewis, the following resolution was unanimously adopted:

**RESOLUTION NO. 12474**

RESOLVED by the Commissioners of the Housing Authority of the Birmingham District that the President/CEO is hereby authorized to charge-off as of December 31, 2019, the following resident accounts, which are up to 30 days old and considered uncollectible, detailed as per attached:

- Elyton Village, Ala. 1-1-------------------------------------------- $ 0.00
- Southtown Court, Ala.1-4R----------------------------------------- 741.27
- Marks Village, Ala.1-6-------------------------------------------- 0.00
- Loveman Village, Ala. 1-7----------------------------------------- 0.00
- Smithfield Court, Ala. 1-9---------------------------------------- 3,026.80
Tom Brown Village, Ala.1-10----------------------------- 0.00
Morton Simpson, Ala.1-11----------------------------- 4,963.81
Collegeville Center, Ala.1-13----------------------------- 4,556.21
Harris Homes, Ala. 1-14------------------------------- 70.00
North Birmingham Homes, Ala.1-16---------------------- 1,663.00
Cooper Green Homes, Ala.1-17-------------------------- 173.50
Kimbrough Homes, Ala.1-18---------------------------- 822.20
Freedom Manor, Ala.1-21-------------------------------- 0.00
Benjamin Green Village, Ala.1-23--------------------- 3,367.31
Roosevelt City, Ala. 1-30----------------------------- 1,780.73

TOTAL $21,164.83

When called upon, the following voted as indicated:

**YEA**
Chairman Davis
Commissioner Lewis
Commissioner Hood

**NAY**

**ABSTAINED**

Chairman Davis indicated said motion carried.

3. **Approval of HABD Audited Financial Statements with Independent Auditor’s Report for period ended June 30, 2018.**

Ms. Avington presented approval of HABD Audited Financial Statements with Independent Auditor’s report for the period ended June 30, 2018 and introduced Mr. Lance Schmidt, auditor for Clifton Larson Allen LLP. Mr. Schmidt reported that HABD’s Financial Statements received an unmodified opinion, as the best report an agency could receive. The Compliance Audit received an unmodified opinion as it relates to the Housing Choice Voucher Program. Mr. Schmidt stated that there was one statement addressed in the Government Audit Standards report which disclosed matters related to the preparation of the audit report. Mr. Schmidt stated that this was the first year working with HABD. He thanked President Lundy and staff for assisting with the audit.

Chairman Davis informed Mr. Schmidt that HABD had a new Internal Auditor Ms. Kozette Todd. Ms. Todd will work with his team and HABD’s Audit Committee with the direction of the auditing process moving forward.

Chairman Davis asked Ms. Todd had she reviewed the Auditor’s Report. Ms. Todd noted that she had reviewed the report and was in agreement with its findings. Upon a motion by Chairman Davis and seconded by Commissioner Hood, the following resolution was unanimously adopted:

**RESOLUTION NO. 12471**

RESOLVED by the Commissioners of the Housing Authority of the Birmingham
District that the Audited Financial Statements with independent Auditor’s Report for the period ended June 30, 2018, as issued by the firm of Clifton Larson Allen LLP be accepted.

When called upon, the following voted as indicated:

    YEA                        NAY                        ABSTAINED
    Chairman Davis
    Commissioner Lewis
    Commissioner Hood

Chairman Davis indicated said motion carried.

Human Resources

1. Approval to return Blue Cross/BlueShield Health Insurance Gap Program for Eligible Employees

Ms. Calandra Jefferson-Mitchell, VP of Human Resources presented the approval to return BCBS Gap Program for eligible employees. Ms. Jefferson-Mitchell indicated that the purpose of the request was to provide medical insurance coverage for HABD employees who wishes to retire and was less than 65 years of age through the current BlueCross/BlueShield Health Benefit Plan.

Ms. Avington noted that the gap insurance would be reviewed annually to determine whether it was detrimental to the agency, and if so, it would be brought back to the Board for further consideration. Chairman Davis suggested to Ms. Avington that the gap insurance be discussed in the prebudget meeting to determine whether the agency could continue the program. After a brief discussion, upon a motion by Chairman Davis and seconded by Commissioner Lewis the following resolution was unanimously adopted:

RESOLUTION NO. 12473

RESOLVED, by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to return the Blue Cross Blue Shields Gap Program for eligible employees. Policy L. Working Conditions and Employee Benefits: 14.0 Medical/Dental/Other Insurance Benefits 14.4.

When called upon, the following voted as indicated:

    YEA                        NAY                        ABSTAINED
    Chairman Davis
    Commissioner Lewis
    Commissioner Hood
Chairman Davis indicated said motion carried.

Staff Reports

1. **Public Safety**
   Deputy Chief Davenport of the Birmingham Police Department began his presentation with the Community Safety Partnership. The Community Safety Partnership was a partnership with the Birmingham Police Department to provide law enforcement services to the housing communities to reduce crime, and improve relationships and partnerships. He reported that crime was down year to date compared to last year to date. However, there were challenges in burglaries and robberies. After giving his report, Deputy Chief Davenport stated that BPD was working to improve housing conditions for HABD residents.

2. **Naomi H. Truman Scholarship Foundation**
   Ms. Jacqueline French, Chair of the Naomi H. Truman Scholarship Foundation made a presentation by PowerPoint on the scholarship foundation. She indicated that the mission of the foundation was to provide financial assistance to residents in public housing and Section 8. The goal of the foundation was to remove any barrier to education achievement for residents that desire higher education or professional training. Ms. French noted that the scholarship awards up to $2500 per term to qualified applicants that meet the criteria and $2000 for residents that desired to obtain a certification. Ms. French reported that the foundation awarded 92 scholarships as of January 2020, in the amount of $125,000 to public housing and Section 8 residents.

3. **Low Income Housing Tax Credit Compliance**
   The Tax Credit Compliance Manager, Ms. Valerie Holmes summarized the written report that was provided in the Board packet. The report detailed HABD’s tax credit properties and third-party management companies in the portfolio. Ms. Holmes indicated that 4 out of the 10 properties listed were owned by HABD; out of the 4 properties 2 were being managed by third-party companies; Tuxedo Terrace I & II were managed by HABD. The remaining six properties were owned by different entities. HABD would have the opportunity to manage the properties at the end of the 15-year compliance period.

Chairman Davis requested that the Board further discuss the matter of the third-party management for Roosevelt and Collegeville in the committee meeting. He stated that he did not see where the third-party management companies were providing value to the agency. President Lundy noted that the contract was not renewed. He would like to work with the committee to discuss the pros and cons for the housing authority to resume management responsibility for those properties.

4. **Procurement Outreach**
   Mr. Carl Edwards, Director of Procurement gave a brief report on the Contractors and Vendor Viewpoint Survey that was provided in the board packet. The report summarized the results of the survey. The purpose of the survey was to gain insight as to how businesses would be affected if the contract awards were changed to a one (1) year term a
opposed to the HABD standard of a two (2) year contract term. Mr. Edwards noted that the
data obtained from the survey would be used to gauge sustainability of the current
contractors/vendors with HABD if changed to a one (1) year contract term. The results
would be shared with the Board.

After Mr. Edwards report, Chairman Davis suggested to Mr. Edwards to conduct a
pilot for one-year contracts to determine whether it would work moving forward. Chairman
Davis further suggested to begin with legal services, since it is out for bids.

5. **Housing Operations**
The Housing Operations Manager, Mr. Connie McLaurin reported on the Preventive
Maintenance program. He stated that the preventive maintenance program was crucial to
maintaining public housing. The program was established in October 2018 through March
2019; 47% of preventive maintenance was based on suggested 1st priority focused items
listed on the worksheet he provided. Mr. McLaurin also briefed the Board on the 2019
REAC results, the cyclical painting program where he indicated 17 units were completed
in 2018 and 35 units completed in 2019, and the HVAC installation for Kimbrough Homes
which he reported was about 30% in progress.

6. **Community Centers**
Mr. Cordaryl Turner, Assisted Housing Operations Manager reported on the
Community Centers activities for 2019. Mr. Turner highlighted the areas of self-
sufficiency, personal growth, financial literacy, health and wellness, and education. He
publicly thanked Ms. Wendy Brantley, the Community Center Supervisor and her staff for
providing the information in the report. After Mr. Turner’s report, Chairman Davis
recommended that a more extensive educational component be created for the
residents. Ms. Brantley added that HABD, Bowling Green Housing Authority, and CPAB
was in collaboration on an afterschool program and an adult literacy program for the
community centers. The firm GPS was partnering with the program.

7. **Real Estate Development**
The VP of Real Estate Development and Capital improvements, Mr. Cory Stallworth began
his report on the Environmental testing update at Collegeville Environmental. Mr.
Stallworth indicated that in 2013 the EPA conducted soil samplings in the Collegeville
Community and identified 17 areas that needed remediation onsite. The soil sampling
identified the contaminants to consist of metals. EPA began soil removal cleanup activities
in January 2015, and a confirmation of the removal was completed June 29, 2016. In March
2019, HABD procured the firm Dominion Due Diligence to perform further investigation
on the soil testing throughout the Collegeville property. A letter confirmed that the site was
not heavily contaminated and not above EPA removal management limits. HABD worked
to implement a site specified management plan for the protection of potential exposure.
Mr. Stallworth noted a copy of the letter from Dominion Due Diligence would be provided
to the Board at the next meeting.

Next, Mr. Stallworth reported on Tom Brown Village redevelopment. The development
was to be completed in 3 phases. The initial phase would include the transfer of assistance
of 22 units from Tom Brown to Farrington Apartments. The redevelopment plan of Tom Brown property was currently in the conceptual planning phase and was expected to be delivered in multiple phases over the next 24-30 months. HABD anticipates to close on financing for Phase II in late 2020 and construction to begin in early 2021. Phase III was expected to begin in 2020. HABD anticipates utilizing Opportunity Zone Funds as the site was located in a designated opportunity zone.

Chairman Davis stated that he was not comfortable with the RFP for Tom Brown. He felt that it was slanted toward majority developers. He stated that there have been problems in the past with developers saying one thing and doing another. He stated that he will be watching this one closely. He had a problem with the cluster that included Tom Brown, Marks Village and Morton Simpson.

Mr. Stallworth reported on the roles and partnerships for the Woodlawn Homeownership Development. He stated that HABD partnered with the Woodlawn Foundation, National Community Reinvestment Coalition, Alabama Power and the City of Birmingham to produce affordable homeownership community of 12 affordable homes located on Georgia Road in the Woodlawn Community. He indicated that HABD entered in a MOU with the Woodlawn Foundation in June 2017. The Woodlawn Foundation was responsible for providing HABD an option to purchase land for the future development at a sale of $10,000. HABD entered into an MOU with NCRC in February 2018. NCRC will provide capital to construct 12 affordable homeownership units at an estimated cost of $2.1 million. Alabama Power entered into an MOU with HABD in June 2019 and will utilize grant funds from Project Cloverleaf to provide energy upgrades/security equipment for each unit. APC committed to provide $108,634 in funding. HABD will cover the land acquisition costs, closing cost for land transfer, and engineering/construction document costs totaling $324,115.00.

Lastly, Mr. Stallworth updated the Board on Southtown Redevelopment and called on Ms. Carol Clarke, General Manager for Southside Development Company. Ms. Clarke introduced the team that was working with SDC and HABD on Southtown Court Redevelopment. Mr. Stallworth gave a brief background on the process for Southtown. He indicated that Phase I of the redevelopment would deliver 220 replacement units in Block D of the site; 88 households would remain intact to provide a relocation option for seniors and families with children in grades K-8, who desires to remain within the school zone. The resident relocation and demolition of structures except for Block A was scheduled for 2020 to allow for Phase I in early 2021.

Mr. Stallworth noted that a request to partner for the submission of a 9% tax credit application would come back to the Board for approval. Chairman Davis inquired as to the timeline for the Design of Demolition. Mr. Stallworth stated that the Design of Demolition would take approximately 60 days; the request for bid would be out for 30 days; after which the request would come to the Board for approval in May; demolition would take place in late fall of 2020; a contractor would be in place prior to the demolition. Chairman Davis inquired as to the joint venture demolition with the CPAB. Mr. Stallworth noted that there was an initial meeting with CPAB however, he will speak with them again to discuss the
scope of the work and let them know what was needed. President Lundy noted another phase of training between CPAB, the contractor and HABD was scheduled to prepare them for the demolition participation. President Lundy stated that they may or may not be ready to participate solely as a demolition contractor for Southtown Court. The goal was to prepare them for demolition activities in hope that they would be ready for Southtown Court demolition; if they are not ready, we need to be prepared as an agency to continue to go forward if we have to use a different contractor to do the work. Mr. Stallworth added that the demolition was to take place in two phases one would be bid- out in a later date.

President Lundy inquired as to the 4% tax credit application for the elderly building. Ms. Clarke stated that it was not a competitive process. She felt very strongly that it will happen in the time frame.

Chairman Davis expressed that he would like for the joint venture partnership to be expedited in order for the CPAB to have a fair shake at the demolition of Southtown. He stated that he was aware there were timelines however, he does not want us to create delay tactics of not meeting deadlines as a way for the CPAB to not be able to participate. He wants to make sure that HABD was doing everything possible to assist the CPAB to participate in the process. He personally believed that HABD had ample time to see that the CPAB was ready to be a part of the process. He sat in on one meeting and it was his understanding that there may have been some delays and the CPAB was working with the legal team. He wants to assure that the CPAB is a part of the process.

President Lundy responded there have not been or will there be any delay tactics going forward with the joint venture demolition participation. He stated that he is very passionate about the initiative. He wants to make sure that every entity was ready to go forward and all standards were met for the redevelopment of Southtown Court.

This ended the staff reports.

Presentation(s) by Person(s) Desiring to Speak before the Board

Chairman Davis acknowledged presentations by persons desiring to speak before the Board of Commissioners. Each speaker was given 3 minutes to speak. Brief remarks were made by Ms. Willine Body a resident of Elyton Village. Chairman Davis thanked Ms. Body for her comments.

There was no further business to come before the Board, upon motion the meeting was duly adjourned.

__________________________________
Chairman
ATTEST:

______________________________
Secretary
I. Southeastern Regional Council (SERC) of Public Housing Authorities' 28th Annual Martin Luther King, Jr. (MLK) Basketball Tournament

Over the past several years, HABD has participated in the MLK SERC Basketball Tournament which represents affordable housing agencies across the Southeast. This year HABD hosted the tournament at the George Washington Carver High School recreational facility here in Birmingham. There were approximately 300 youth from 5 states and 12 agencies who were in attendance. The participants included youth from public housing and Section 8 programs as well as youth from local Boys and Girls clubs. The purpose of this annual event is to involve youth in structured programs as an alternative to drugs, gangs and other unhealthy activities.

Although the tournament is centered around basketball; it also has an educational component. For the educational experience we arranged for the kids to visit the Birmingham Civil Rights Museum; while the sporting events consisted of 3-point shooting contest, Slam Dunk contest, skills, traditional basketball games, and Cheer and Dance contest.

The number of teams that participated in the events are as follows:

- 2 teams participated in the 18 years of age and under games
- 7 teams participated in the 15 years of age and under games
- 7 teams participated in the 12 years of age and under games
- 5 groups participated in the Cheer and Dance competition

HABD won first place in Cheer and Dance. We also won 2nd place trophies for 15 and 12 and under categories.

This tournament was a huge success due to the collaboration of our entire staff. I want to publicly acknowledge the phenomenal job by my staff for making the 28th Annual MLK Basketball Tournament one of the best in its rich history.
II. Limited Remote Reviews by the Department Of Housing And Urban Development (HUD)

- In January HUD conducted a Rent Reasonableness Review to ensure that our Housing Choice Voucher (HVC) program is establishing the proper contract rent based on the local market conditions. The requested information has been provided, and the unofficial result is that HABD is operating within the rules and regulations of the HCV program. We expect an official report within the next 30 days. Attached, is a copy of the HUD letter.

- In October I reported that HUD had issued an official SEMAP score of 100% for our Section 8 program. In December HUD conducted a remote certification review for FY 2019 and determined that 1 of the Quality Control Inspections of the 200+ Quality Control Inspections sample, had not been re-inspected within the required 30 days, which subsequently reduced our overall score from 100% to 93%. The reduction in the score does not change our “High Performance” designation. Attached, is a copy of the letter.

- In January HUD informed HABD that it would be conducting a Limited Remote Review. There were several requested documents which included Organizational chart to Year-to-date financial statements, to List of housing units off-line. The requested documents have been provided and I will keep you updated. Attached please find a copy of the HUD letter.

III. Foster Youth To Independence Initiative

During our Special Board Meeting, you approved a resolution to revise our Section 8 Administrative Plan to permit our agency to participate in a Homeless Prevention Program to serve youth aging out of Foster Care. On Tuesday, February 11, 2020, my Vice President of Assisted Housing Ms. Kangi Drake and I attended a special event in Montgomery to receive an allocation of 25 Tenant Protection vouchers to assist youth aging out of Foster Care who are facing critical housing need. The program is a partnership between the Department of Housing And Urban Development (HUD), the Department of Human Resources (DHR) and Public Housing Authorities (PHAs).

There were 11 other housing authorities in the State that also received the allocation, with HABD being the first. The first participant is a young mother who is currently residing at the YWCA shelter here in Birmingham. She is a full-time student at Jefferson State Community college. HABD will be assisting by providing a housing voucher. I have also encouraged her to sign up for our Homeownership program and to submit an application to our Scholarship Foundation for educational assistance.

If you have questions and/or concerns, please advise.

MOL

Attachments
January 8, 2020

Mr. Michael Lundy  
Executive Director  
Housing Authority of Birmingham District  
1826 3rd Ave So.  
Birmingham, AL 35233

Dear Mr. Lundy:

The Department of Housing and Urban Development (HUD) has selected the Housing Authority of Birmingham District (AL001) for participation in a remotely-conducted Rent Reasonableness Review. The purpose of this review is to determine if AL001 is performing rent reasonableness in accordance with HUD requirements.

So that we may pick a file sample to review and give your staff adequate time to provide this sample to us, we request that you send the following information to Senior Quality Assurance Specialist Kirby.McMillan@hud.gov by January 15, 2020:

- All AL001 rent reasonableness-related policies, procedures, database criteria and blank forms, including a copy of the PHA Admin Plan section regarding rent reasonableness;
- A completed Rent Reasonableness Process Questionnaire (Attachment B); and
- A list of tenant files for which the owner requested a rent increase in the past 12 months, even if the request was denied. The list should include tenant names and unit addresses.

Please review Attachment A, which specifies the file documentation that will be needed in the future. A selected file sample will be sent to you shortly after our receipt of the information described above. If you have any questions, please contact me at 760-586-6265.

Sincerely,

Kirby McMillan Jr.

Kirby McMillan Jr.  
Senior Quality Assurance Specialist  
Quality Assurance Division

Enclosure

cc:  
Velma Byron, Director, Office of Public & Indian Housing, Birmingham, Alabama
ATTACHMENT A

FILE REVIEW

For the file review, please provide copies of the below documents for each file on the file list. The file list, with file “type” noted, will be sent to your office once the information indicated in the letter (the previous page) is received.

Information needed from each of the “new lease” files:

- Rent reasonableness forms and documents (rent reasonableness certification form, correspondence with landlord on rent negotiations, etc.)
- Page 1 of HQS (Housing Quality Standards) inspection report (HUD-52580)
- Form HUD-50058
- Utility Allowance Schedule (HUD-52667) for the subject unit
- Request for Tenancy Approval (HUD-52517)
- Pages 1-3 of the HAP Contract (HUD-52641)

Information needed from each of the “rent increase” files:

- Rent reasonableness forms and documents (rent reasonableness certification form, correspondence with landlord on rent negotiations, etc.)
- Written request by owner for rent increase, including any specific PHA forms documenting the request for rent increase and approval or disapproval.
  Documentation must mention:
  ○ Existing rent amount (pre-increase),
  ○ Requested rent amount, and
  ○ Approved rent amount.
- Page 1 of HQS (Housing Quality Standards) inspection report (HUD-52580)
- Form HUD-50058
- Utility Allowance Schedule (HUD-52667) for the subject unit
PHA Name: Housing Authority of Birmingham District (AL001)

Staff that provided answers to the questionnaire (Names and Titles):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

How many staff complete rent reasonableness? ______________

Which staff are responsible for completing rent reasonableness (names and titles)?

________________________________________________________________________

________________________________________________________________________

Which PHA documents state the rent reasonableness policy and procedures?

________________________________________________________________________

________________________________________________________________________
How are comparable units selected?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

How many comparable units are used for each rent reasonableness determination?

________________________________________________________________________

What is the PHA's procedure if there are not enough comparable units available?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Does the PHA Maintain a Rent Reasonableness Database? ________________

If so, how frequently is the database updated? ____________________________

Can a landlord provide comparables for his/her unit? ______________________

How are landlord-provided comparables documented?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
What forms are used to document rent reasonableness?

What happens if a unit does not pass rent reasonableness?

Does staff have any discretion to approve a unit that exceeds rent reasonableness: If so, what is the exception based on?

Who supervises the rent reasonableness process (Name & Title)?

What internal controls are in place to ensure rent reasonableness timeliness and accuracy?

Additional Comments:
December 20, 2019

Michael Lundy
CEO/President
Housing Authority of the Birmingham District
PO Box 55906
Birmingham, AL 35255-5906

Subject: SEMAP Remote Certification Review

Dear Mr. Lundy:

This letter is to convey the results of this office’s remote review of your PHA’s certification to HUD of performance on seven of the SEMAP indicators for fiscal year end June 30, 2019.

We reviewed the SEMAP questionnaire your agency submitted, along with related materials. Results and determinations of the review are outlined in the enclosed summary. The review was limited in scope, in that it sought to confirm that the basic required support was in place for your SEMAP certification. The review did not involve an individual examination of each sample; rather, the review validated that the right sample was pulled and that it was subjected to testing consistent with the SEMAP review criteria.

Based on our review, we concluded that for the reasons detailed in the enclosed summary, we concluded that our original SEMAP rating should be changed from a score of 100% (High Performer) to a score of 93% (High Performer). A revised SEMAP rating is attached and has been entered into the HUD PIC system’s SEMAP module.

Because Indicator 5 was/were revised to a score of zero your agency is required to correct the deficiency within 45 days of the date of this letter. Please notify this office in writing whether the correction has occurred. If correction within 45 days is not possible, a corrective action plan should be submitted with a timeline for making the needed improvements.
We appreciate your cooperation during the review process. If you have any questions contact Jim Walker, Senior Portfolio Management Specialist, at (205) 745-4411 or via the Internet at James.C.Walker@hud.gov.

Sincerely,

[Signature]

Velma Byron
Director, Office of Public Housing
Birmingham Field Office

Enclosure
Housing Authority of the Birmingham District
Section Eight Management Assessment Remote Review
Results and Determinations
December 20, 2019

Indicator 1. Selection from the Waiting List

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>15</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

Indicator 2. Rent Reasonableness

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>PHA Certified</td>
</tr>
<tr>
<td></td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

Indicator 3. Determination of Adjusted Income

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>20</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

Indicator 4. Utility Allowance Schedule

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>5</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

Indicator 5. Housing Quality Standards (HQS) Quality Control Inspections

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>5</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

Indicator 6. Housing Quality Control Enforcement

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>0</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>

The submitted sample had one record, Demetrius Miller, which was not re-inspected within 30 days. There was no record of abatement or an extension. This reduced the number of sampled failed inspections corrected within 30 days or abated or granted an extension from 30 to 29 files or 96.6%. This is less than the required 98%.

Indicator 7. Expanding Housing Opportunities

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>PHA Certified</td>
</tr>
<tr>
<td>5</td>
<td>HUD Review</td>
</tr>
</tbody>
</table>
Mr. Michael O. Lundy  
Executive Director  
Housing Authority of the Birmingham District  
PO Box 55906  
Birmingham, AL 35255-5906  

SUBJECT: Limited Remote Review  

Dear Mr. Lundy:

This letter is to notify you that our office will be conducting a limited remote review of your Housing Authority.

The initial scope of the limited remote assessment is January 1, 2019, through January 15, 2020, with the exception of the procurement area, which could include 3 – 5 year scope period. We request you provide the following information and/or documents:

- Organizational chart  
- PHA by-laws  
- List of all new hires in the last three months  
- All ethics related polices and procedures either applied generally or specifically signed by staff and/or Board members  
- Board meeting minutes from January 1, 2019 to January 15, 2020  
- All Board related expenditures and the source used to pay them  
- List of BHA Procurement Log and all procurements actions initiated in the last three years  
- Year-to-date financial statements, with comparisons of budgeted and actual revenues/expenses  
- Current operating budgets  
- Copies of Depository Agreements  
- Documentation that lead-based paint requirements have been met  
- Occupancy reports for last 12 months  
- List of all units off-line for casualty loss, administration, special use, modernization or any other reason.

Please send an electronic copy of the information and documents listed above by January 31, 2020, to birpjhmailbox@hud.gov. Any documents which include personally identifiable information should be encrypted. The Field Office may request additional documents to support this review at later dates.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

www.hud.gov • espanol.hud.gov
If you have any questions or concerns, please contact Jim Walker, Senior Portfolio Management Specialist, at (205) 745-4411, or at James.C.Walker@hud.gov.

Sincerely,

Velma Byron
Director
Office of Public Housing
Office of Field Operations
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT
Board of Commissioners’ Meeting
Agenda Item
Control Document

Date: February 13, 2020

HABD Staff Representative: Carolyn Avington, Chief Financial Officer

Department: Financial Services

Board of Commissioners’ Meeting (Date): February 20, 2020 at 12:00 pm

1 Presentation of Cumulative Low-Income, Housing Choice Voucher, & Business Activities Financial Statements for the Period Ending 12-31-19

2 Approval of Charge-Offs for Period Ended January 31, 2020

3 Approval of Community Rules & Regulations for Multifamily/PBRA Properties

4 Approval of Resident Selection Plan for Multifamily/PBRA Properties

Date/Time/Place of Board of Commissioners’ Committee meeting:

Approved by: Michael O. Lundy
President/CEO/Contracting Officer

Board Agenda Topic (Narrative):

Extract from Minutes of Committee Meeting:

Specimen copy of the HABD Attorney’s opinion relative to the form, content and legality of the proposed agenda item(s), if applicable (attached). Yes/No (circle one)

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HABD Board Committee Member ________________ Cardell Davis, Chairman Date 2/13/2020

HABD Board Committee Member ________________ Anthony Hood, Commissioner Date 2/13/2020

HABD Staff Member ________________ Carolyn Avington, Chief Financial Officer Date 2/13/2020
### Housing Authority of the Birmingham District

#### Revenue and Expense Statement

**For the Period Ending December 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Rental Revenue</td>
<td>2,362,492</td>
<td>4,867,458</td>
<td>(2,504,966)</td>
<td>48.54%</td>
</tr>
<tr>
<td>Other Tenant Revenue</td>
<td>31,148</td>
<td>175,300</td>
<td>(144,152)</td>
<td>17.77%</td>
</tr>
<tr>
<td>Operating Subsidy</td>
<td>14,794,730</td>
<td>26,376,727</td>
<td>(11,581,997)</td>
<td>56.09%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>2,048</td>
<td>980</td>
<td>1,068</td>
<td>209.00%</td>
</tr>
<tr>
<td>Management Fees - Public Housing</td>
<td>1,296,726</td>
<td>2,627,875</td>
<td>(1,331,149)</td>
<td>49.35%</td>
</tr>
<tr>
<td>Bookkeeping Fees - Public Housing</td>
<td>177,278</td>
<td>348,691</td>
<td>(171,413)</td>
<td>50.84%</td>
</tr>
<tr>
<td>Asset Management Fees - Public Housing</td>
<td>-</td>
<td>510,600</td>
<td>(510,600)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FSS Coordinator</td>
<td>152,626</td>
<td>352,872</td>
<td>(200,246)</td>
<td>43.25%</td>
</tr>
<tr>
<td>MOD Inspector Salaries</td>
<td>63,021</td>
<td>254,826</td>
<td>(191,805)</td>
<td>24.73%</td>
</tr>
<tr>
<td>Force Account</td>
<td>257,855</td>
<td>447,503</td>
<td>(189,648)</td>
<td>57.62%</td>
</tr>
<tr>
<td>Management Fees - Capital Fund</td>
<td>499,003</td>
<td>998,006</td>
<td>(499,003)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Management Fees - Section 8</td>
<td>160,000</td>
<td>320,000</td>
<td>(160,000)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Bookkeeping Fees - Section 8</td>
<td>160,000</td>
<td>320,000</td>
<td>(160,000)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Other Income</td>
<td>28,114</td>
<td>389,220</td>
<td>(361,106)</td>
<td>7.22%</td>
</tr>
<tr>
<td>Insurance Proceeds</td>
<td>26,774</td>
<td>405,000</td>
<td>(378,226)</td>
<td>6.61%</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>20,011,815</strong></td>
<td><strong>38,395,058</strong></td>
<td><strong>(18,383,243)</strong></td>
<td><strong>52.12%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administration:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Salaries</td>
<td>3,007,699</td>
<td>6,028,495</td>
<td>(3,020,796)</td>
<td>49.89%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>841,000</td>
<td>1,707,470</td>
<td>(866,470)</td>
<td>49.25%</td>
</tr>
<tr>
<td>Audit Fees</td>
<td>26,426</td>
<td>52,851</td>
<td>(26,426)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Management Fees</td>
<td>1,296,726</td>
<td>2,627,875</td>
<td>(1,331,149)</td>
<td>49.35%</td>
</tr>
<tr>
<td>Bookkeeping Fees</td>
<td>177,278</td>
<td>348,691</td>
<td>(171,413)</td>
<td>50.84%</td>
</tr>
<tr>
<td>Office Expense</td>
<td>40,572</td>
<td>142,600</td>
<td>(102,028)</td>
<td>28.45%</td>
</tr>
<tr>
<td>Legal</td>
<td>233,086</td>
<td>368,700</td>
<td>(135,614)</td>
<td>63.22%</td>
</tr>
<tr>
<td>Training and Travel</td>
<td>79,532</td>
<td>263,500</td>
<td>(183,968)</td>
<td>30.18%</td>
</tr>
<tr>
<td>Other Administrative Costs</td>
<td>397,563</td>
<td>996,920</td>
<td>(599,357)</td>
<td>39.88%</td>
</tr>
<tr>
<td><strong>Total Administration</strong></td>
<td><strong>6,099,880</strong></td>
<td><strong>12,537,102</strong></td>
<td><strong>(6,437,222)</strong></td>
<td><strong>48.65%</strong></td>
</tr>
</tbody>
</table>

**Asset Management Fee** | - | 510,600 | (510,600) | 0.00%
Housing Authority of the Birmingham District  
Revenue and Expense Statement  
For the Period Ending December 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tenant Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Services - salaries</td>
<td>680,328</td>
<td>1,659,886</td>
<td>(979,558)</td>
<td>40.99%</td>
</tr>
<tr>
<td>Employee Benefits - Tenant Services</td>
<td>179,202</td>
<td>375,244</td>
<td>(196,042)</td>
<td>47.76%</td>
</tr>
<tr>
<td>Tenant Services - Resident Participation</td>
<td>4,809</td>
<td>57,807</td>
<td>(52,998)</td>
<td>8.32%</td>
</tr>
<tr>
<td>Tenant Services - Other</td>
<td>84,725</td>
<td>170,193</td>
<td>(85,468)</td>
<td>49.78%</td>
</tr>
<tr>
<td><strong>Total Tenant Services</strong></td>
<td>949,064</td>
<td>2,263,130</td>
<td>(1,314,066)</td>
<td>41.94%</td>
</tr>
</tbody>
</table>

| **Utilities:**               |         |         |          |         |
| Water                        | 579,151 | 1,337,500 | (758,349) | 43.30%  |
| Electric                     | 515,956 | 1,101,000 | (585,044) | 46.86%  |
| Gas                          | 114,352 | 400,500   | (286,148) | 28.55%  | 7 |
| Sewage                       | 1,512,497 | 3,428,000 | (1,915,503) | 44.12%  |
| **Total Utilities**          | 2,721,955 | 6,267,000 | (3,545,045) | 43.43%  |

| **Maintenance:**             |         |         |          |         |
| Labor                        | 2,001,775 | 4,354,455 | (2,352,680) | 45.97%  |
| Employee Benefits            | 534,535 | 1,144,280 | (609,745) | 46.71%  |
| Materials                    | 722,668 | 1,168,000 | (445,332) | 61.87%  | 8 |
| Contract Costs               | 2,009,508 | 2,735,650 | (726,142) | 73.46%  | 9 |
| **Total Maintenance**        | 5,268,486 | 9,402,385 | (4,133,899) | 56.03%  |

| **Protective Services:**     |         |         |          |         |
| Protective Services - Labor  | -       | 71,968   | (71,968) | 0.00%   |
| Employee Benefits - Protective Services | -    | 20,871   | (20,871) | 0.00%   |
| Protective Services Contract Costs | 1,304,062 | 2,346,500 | (1,042,438) | 55.57% |
| **Total Protective Services**| 1,304,062 | 2,439,339 | (1,135,277) | 53.46%  |

| **General Expenses:**         |         |         |          |         |
| Insurance                    | 567,491 | 1,133,000 | (565,509) | 50.09%  |
| Other General Expenses       | 911,649 | 1,482,840 | (571,191) | 61.48%  |
| Payment In Lieu Of Taxes     | -       | 0        | 0         | -       |
### Housing Authority of the Birmingham District

**Revenue and Expense Statement**

**For the Period Ending December 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Budget Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total General Expenses</strong></td>
<td>1,479,140</td>
<td>2,615,840</td>
<td>(1,136,700)</td>
<td>56.55%</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collection Loss (Bad Debt Expense)</td>
<td>265,162</td>
<td>461,000</td>
<td>(195,838)</td>
<td>57.52%</td>
</tr>
<tr>
<td>Debt Service of EPC</td>
<td>737,560</td>
<td>1,475,120</td>
<td>(737,560)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Extraordinary Maintenance</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extraordinary Items</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casualty Losses</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Mort or Bonds Payable</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of Bond Issue Costs</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COCC Transfer to Section 8</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inter AMP Transfer Out</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss Disposition of Fixed Asset</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td>1,002,722</td>
<td>1,936,120</td>
<td>(933,398)</td>
<td>51.79%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>18,825,309</td>
<td>37,971,516</td>
<td>(19,146,207)</td>
<td>49.58%</td>
</tr>
<tr>
<td><strong>Net Income/Loss</strong></td>
<td>1,186,507</td>
<td>423,542</td>
<td>762,965</td>
<td>280.14%</td>
</tr>
<tr>
<td><strong>Capital Assets Addition</strong></td>
<td>353,429</td>
<td>420,000</td>
<td>(66,571)</td>
<td>84.15% 10</td>
</tr>
<tr>
<td><strong>Increase/Decrease in Unrestricted Net Position</strong></td>
<td>833,078</td>
<td>3,542</td>
<td>829,536</td>
<td></td>
</tr>
</tbody>
</table>
## Housing Authority of the Birmingham District
### Housing Choice Voucher Program
#### Revenue and Expense Statement
For the Period Ending December 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Budget Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD Funding for Administrative Costs</td>
<td>1,507,410</td>
<td>2,932,613</td>
<td>(1,425,203)</td>
<td>51.40%</td>
</tr>
<tr>
<td>SRO- Administrative Fee</td>
<td>16,500</td>
<td>33,000</td>
<td>(16,500)</td>
<td>50.00%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>3,921</td>
<td>6,000</td>
<td>(2,079)</td>
<td>65.34%</td>
</tr>
<tr>
<td>Fraud Recovery</td>
<td>7,421</td>
<td>10,000</td>
<td>(2,579)</td>
<td>74.21%</td>
</tr>
<tr>
<td>Other Income</td>
<td>75</td>
<td>3,000</td>
<td>(2,925)</td>
<td>2.49%</td>
</tr>
<tr>
<td><strong>Total Admin Revenue</strong></td>
<td>1,535,326</td>
<td>2,984,613</td>
<td>(1,449,287)</td>
<td>51.44%</td>
</tr>
</tbody>
</table>

| **Expenses:**        |         |        |                 |         |
| **Administration:**  |         |        |                 |         |
| Administrative Salaries | 575,140 | 1,434,312 | (859,172) | 40.10% |
| Employee Benefits    | 207,564 | 395,297 | (187,733) | 52.51% |
| Audit Fees           | 5,000   | 10,000 | (5,000)        | 50.00% |
| Management Fees      | 160,000 | 320,000 | (160,000) | 50.00% |
| Bookkeeping Fees     | 160,000 | 320,000 | (160,000) | 50.00% |
| Legal                | 2,500   | 2,500  |                | 0.00%  |
| Insurance            | 33,635  | 65,000 | (31,365)       | 51.75% |
| Travel & Training    | 23,493  | 30,000 | (6,507)        | 76.31% |
| Auto Related         | 2,702   | 10,000 | (7,298)        | 27.02% |
| Contract Inspections | 60,466  | 125,000 | (64,534) | 48.37% |
| Admin Expenses Other | 40,839  | 110,000 | (69,161) | 37.13% |
| **Total Administration** | 1,268,840 | 2,822,109 | (1,553,269) | 44.96% |

| **Utilities:**       |         |        |                 |         |
| Water                | 3,287   | 5,500  | (2,213)        | 59.77% |
| Electric             | 34,990  | 85,000 | (50,010)       | 41.17% |
| Gas                  | 269     | 7,000  | (6,731)        | 4.12%  |
| Sewage               | 7,443   | 14,000 | (6,557)        | 53.17% |
| **Total Utilities**  | 46,010  | 111,500 | (65,490) | 41.26% |

| **Maintenance:**     |         |        |                 |         |
| Materials            | 1,772   | 3,000  | (1,228)        | 59.05% |
| Contract Costs       | 17,265  | 24,000 | (6,735)        | 71.94% |
| **Total Maintenance** | 19,037  | 27,000 | (7,963)        | 70.51% |

| **Non-Routine Expenses:** |       |       |                 |         |

```markdown
**Targeted Percent**
50.00%
```
### Housing Authority of the Birmingham District
### Housing Choice Voucher Program
### Revenue and Expense Statement
### For the Period Ending December 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Budget Variance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Maintenance</td>
<td>-</td>
<td>24,000</td>
<td>(24,000)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Non-Routine Expenses</td>
<td>-</td>
<td>24,000</td>
<td>(24,000)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>1,333,887</td>
<td>2,984,609</td>
<td>(1,650,722)</td>
<td>44.69%</td>
</tr>
<tr>
<td>Operating (Income) Loss</td>
<td>201,439</td>
<td>4</td>
<td>201,435</td>
<td></td>
</tr>
<tr>
<td>Operating Transfer from COCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income (Loss) after Transfer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Admin Fee Reserves (HCV & MOD Rehab)
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Reserves</td>
<td>3,082,643</td>
</tr>
<tr>
<td>Depreciation Expense (Estimate)</td>
<td>(20,000)</td>
</tr>
<tr>
<td>Income (Loss) for the year</td>
<td>201,439</td>
</tr>
<tr>
<td>Current Admin Reserves</td>
<td>3,264,082</td>
</tr>
</tbody>
</table>

#### HAP Reserves (Including VASH)
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Reserves as of 6-30-19</td>
<td>1,371,165</td>
</tr>
<tr>
<td>HAP Revenues</td>
<td>18,667,693</td>
</tr>
<tr>
<td>HAP Expenses</td>
<td>18,680,286</td>
</tr>
<tr>
<td>Current Year Increase (Decrease) to HAP Reserves</td>
<td>(22,593)</td>
</tr>
<tr>
<td>Plus HUD-Held Reserves</td>
<td></td>
</tr>
<tr>
<td>Current HAP Reserves through 09-30-18</td>
<td>1,348,572</td>
</tr>
</tbody>
</table>
STATEMENT OF REVENUE AND EXPENSE
BUSINESS ACTIVITIES
Defederalized Funds
as of 12/31/2019

REVENUE

Home Funds from City (Villas at Titusville) 750,000
Interest Earned 4,056
Total Operating Revenues 754,056

EXPENSE

FSS Salary/Benefit for Wells Fargo Donation ($25,000) 8,602
Southtown Legal Fees (Reimbursed upon closing) 16,068
Donation to non-profit 1,000
Total Operating Expenses 25,670

INCOME BEFORE BANK BALANCE 728,386

NET ASSETS BUSINESS ACTIVITIES (BANK BALANCE), AS OF 07-01-19 4,153,083

NET ASSETS BUSINESS ACTIVITIES (BANK BALANCE), AS OF 12-31-2019 4,881,468

<table>
<thead>
<tr>
<th>Outstanding Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower</td>
</tr>
<tr>
<td>Loveman Redevelopment I</td>
</tr>
<tr>
<td>Loveman Redevelopment I</td>
</tr>
<tr>
<td>Glenbrook at Oxmoor III</td>
</tr>
<tr>
<td>Glenbrook at Oxmoor II</td>
</tr>
</tbody>
</table>
RESOLUTION

RESOLVED by the Commissioners of the Housing Authority of The Birmingham District that the President/CEO is hereby authorized to charge-off as of January 30, 2020 the following resident accounts, which are up to 30 days old and considered uncollectible, detailed as per attached sheet.

<table>
<thead>
<tr>
<th>Development</th>
<th>No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elyton</td>
<td>ALA 1-1</td>
<td>1,023.40</td>
</tr>
<tr>
<td>Southtown</td>
<td>ALA 1-4</td>
<td>9,898.34</td>
</tr>
<tr>
<td>Marks Village</td>
<td>ALA 1-6</td>
<td>10,852.66</td>
</tr>
<tr>
<td>Loveman Village</td>
<td>ALA 1-7</td>
<td>0.00</td>
</tr>
<tr>
<td>Smithfield Court</td>
<td>ALA 1-9</td>
<td>1,967.67</td>
</tr>
<tr>
<td>Tom Brown Village</td>
<td>ALA 1-10</td>
<td>3,031.80</td>
</tr>
<tr>
<td>Morton Simpson</td>
<td>ALA 1-11</td>
<td>2,026.37</td>
</tr>
<tr>
<td>Collegeville Center</td>
<td>ALA 1-13</td>
<td>4,078.72</td>
</tr>
<tr>
<td>Harris Homes</td>
<td>ALA 1-14</td>
<td>3,915.00</td>
</tr>
<tr>
<td>North Birmingham Homes</td>
<td>ALA 1-16</td>
<td>5,726.27</td>
</tr>
<tr>
<td>Cooper Green Homes</td>
<td>ALA 1-17</td>
<td>1,504.80</td>
</tr>
<tr>
<td>Kimbrough Homes</td>
<td>ALA 1-18</td>
<td>1,574.67</td>
</tr>
<tr>
<td>Freedom Manor</td>
<td>ALA 1-21</td>
<td>0</td>
</tr>
<tr>
<td>Benjamin Greene</td>
<td>ALA 1-23</td>
<td>0</td>
</tr>
<tr>
<td>Roosevelt City</td>
<td>ALA 1-30</td>
<td>0</td>
</tr>
</tbody>
</table>

Disclosure Note: HUD regulations allow all vacated account balances that are in excess of 30 days to be charged off. Approval of these charge-offs by the Board of Commissioners enables the Authority to turn these vacated accounts over for collection. All accounts with balances that are $200.00 or more are turned over for collection.
### TENANTS ACCOUNTS CHARGED TO COLLECTION LOSS
(TO BE CHARGED OFF AS OF February 20, 2020)

**FOR PERIOD ENDED January 31, 2020**

<table>
<thead>
<tr>
<th>Development Name</th>
<th>No. of Accts</th>
<th>Rent Amount</th>
<th>Late Fees</th>
<th>Maintenance Charges</th>
<th>Legal Fees</th>
<th>Retro Rent</th>
<th>Less Security Deposit</th>
<th>Fees Incurred after Issuance of WRIT</th>
<th>Total</th>
<th>Previous Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elyton AL 1-1</td>
<td>4</td>
<td>201.40</td>
<td>-</td>
<td>235.00</td>
<td>662.00</td>
<td>-</td>
<td>(75.00)</td>
<td></td>
<td>1,023.40</td>
<td>-</td>
</tr>
<tr>
<td>Southtown AL 1-4R</td>
<td>7</td>
<td>8,032.34</td>
<td>-</td>
<td>1,856.00</td>
<td>-</td>
<td>3,097.07</td>
<td>9,898.34</td>
<td>741.27</td>
<td>10,640.00</td>
<td>-</td>
</tr>
<tr>
<td>Marks Village AL 1-6</td>
<td>10</td>
<td>9,468.66</td>
<td>-</td>
<td>1,284.00</td>
<td>-</td>
<td>4,465.00</td>
<td>-</td>
<td></td>
<td>10,832.66</td>
<td>-</td>
</tr>
<tr>
<td>Loveman Village AL 1-7</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Smithfield Court AL 1-9</td>
<td>7</td>
<td>1,335.67</td>
<td>-</td>
<td>632.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>1,967.67</td>
<td>3,026.80</td>
</tr>
<tr>
<td>Tom Brown AL 1-10</td>
<td>2</td>
<td>2,820.80</td>
<td>-</td>
<td>261.00</td>
<td>-</td>
<td>(150.00)</td>
<td>-</td>
<td></td>
<td>3,031.80</td>
<td>-</td>
</tr>
<tr>
<td>Morton Simpson AL 1-11</td>
<td>8</td>
<td>1,011.03</td>
<td>-</td>
<td>863.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>2,026.37</td>
<td>4,963.81</td>
</tr>
<tr>
<td>Collegeville AL 1-13</td>
<td>10</td>
<td>2,284.72</td>
<td>-</td>
<td>913.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>4,078.72</td>
<td>4,556.21</td>
</tr>
<tr>
<td>Harris Homes AL 1-14</td>
<td>2</td>
<td>2,882.00</td>
<td>-</td>
<td>-</td>
<td>3,383.00</td>
<td>-</td>
<td>-</td>
<td></td>
<td>6,915.00</td>
<td>70.00</td>
</tr>
<tr>
<td>North Birmingham AL 1-16</td>
<td>5</td>
<td>4,793.27</td>
<td>-</td>
<td>953.00</td>
<td>-</td>
<td>(20.00)</td>
<td>-</td>
<td>5,176.27</td>
<td>1,663.00</td>
<td>-</td>
</tr>
<tr>
<td>Cooper Green AL 1-17</td>
<td>5</td>
<td>1,088.40</td>
<td>-</td>
<td>381.00</td>
<td>-</td>
<td>(375.00)</td>
<td>-</td>
<td></td>
<td>1,504.80</td>
<td>173.50</td>
</tr>
<tr>
<td>Kimbrough AL1-18</td>
<td>6</td>
<td>734.87</td>
<td>-</td>
<td>260.17</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>1,574.67</td>
<td>822.20</td>
</tr>
<tr>
<td>Freedom Manor 1-21</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Benjamin Greene AL 1-23</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>3,367.31</td>
</tr>
<tr>
<td>Roosevelt City AL 1-30</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>1,780.73</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>66</strong></td>
<td><strong>3,453.36</strong></td>
<td>-</td>
<td><strong>8,075.17</strong></td>
<td>-</td>
<td>-</td>
<td>(770.00)</td>
<td></td>
<td><strong>45,599.70</strong></td>
<td><strong>21,164.83</strong></td>
</tr>
</tbody>
</table>

### Collection Activity

<table>
<thead>
<tr>
<th>No. of Accts Charged Off Prior Year</th>
<th>Amount of Charge Off Prior Year</th>
<th>No. Accts Charged off Current Year</th>
<th>Amount of Charge Off Current</th>
<th>Amount Collected by HABD General Counsel</th>
<th>No. Accts Charged for Collection</th>
<th>Amount Sent for Collection</th>
<th>Amount Collected thru MIS System</th>
<th>Amount Collected by Collection Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 2019</td>
<td>44</td>
<td>34,434.34</td>
<td>121</td>
<td>117,116.71</td>
<td>-</td>
<td>121</td>
<td>117,116.71</td>
<td>-</td>
</tr>
<tr>
<td>March 2019</td>
<td>56</td>
<td>49,902.83</td>
<td>100</td>
<td>84,260.02</td>
<td>-</td>
<td>100</td>
<td>84,260.02</td>
<td>41.73</td>
</tr>
<tr>
<td>April 2019</td>
<td>60</td>
<td>80,108.44</td>
<td>61</td>
<td>43,271.29</td>
<td>-</td>
<td>61</td>
<td>43,271.29</td>
<td>5,726.60</td>
</tr>
<tr>
<td>May 2019</td>
<td>53</td>
<td>51,895.73</td>
<td>72</td>
<td>47,226.42</td>
<td>-</td>
<td>72</td>
<td>47,226.42</td>
<td>13,150.63</td>
</tr>
<tr>
<td>June 2019</td>
<td>47</td>
<td>16,091.57</td>
<td>32</td>
<td>36,726.75</td>
<td>-</td>
<td>32</td>
<td>36,726.75</td>
<td>7,239.56</td>
</tr>
<tr>
<td>July 2019</td>
<td>68</td>
<td>35,403.13</td>
<td>68</td>
<td>58,910.43</td>
<td>-</td>
<td>68</td>
<td>58,910.43</td>
<td>2,234.42</td>
</tr>
<tr>
<td>August 2019</td>
<td>89</td>
<td>76,598.16</td>
<td>90</td>
<td>52,771.91</td>
<td>-</td>
<td>90</td>
<td>52,771.91</td>
<td>1,109.47</td>
</tr>
<tr>
<td>September 2019</td>
<td>81</td>
<td>65,839.40</td>
<td>75</td>
<td>51,662.08</td>
<td>-</td>
<td>75</td>
<td>51,662.08</td>
<td>841.69</td>
</tr>
<tr>
<td>October 2019</td>
<td>98</td>
<td>88,471.81</td>
<td>84</td>
<td>54,106.58</td>
<td>-</td>
<td>84</td>
<td>54,106.58</td>
<td>110.33</td>
</tr>
<tr>
<td>November 2019</td>
<td>118</td>
<td>69,123.24</td>
<td>70</td>
<td>47,711.25</td>
<td>-</td>
<td>70</td>
<td>47,711.25</td>
<td>-</td>
</tr>
<tr>
<td>December 2019</td>
<td>66</td>
<td>56,580.07</td>
<td>43</td>
<td>21,164.83</td>
<td>-</td>
<td>66</td>
<td>56,580.07</td>
<td>370.54</td>
</tr>
<tr>
<td>January 2020</td>
<td>38</td>
<td>37,233.61</td>
<td>66</td>
<td>45,599.70</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Running Year Total</strong></td>
<td><strong>663,682.13</strong></td>
<td><strong>660,527.97</strong></td>
<td>-</td>
<td><strong>839.00</strong></td>
<td><strong>652,343.51</strong></td>
<td>-</td>
<td><strong>35,824.97</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

---

Michael O. Lundy  
President/CEO


<table>
<thead>
<tr>
<th>Month/Year</th>
<th>FYE 2020</th>
<th>FYE 2019</th>
<th>Month/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2019</td>
<td>58,910.43</td>
<td>35,403.13</td>
<td>July 2018</td>
</tr>
<tr>
<td>August 2019</td>
<td>52,771.91</td>
<td>76,598.16</td>
<td>August 2018</td>
</tr>
<tr>
<td>September 2019</td>
<td>51,662.08</td>
<td>65,839.40</td>
<td>September 2018</td>
</tr>
<tr>
<td>October 2019</td>
<td>54,106.58</td>
<td>88,471.81</td>
<td>October 2018</td>
</tr>
<tr>
<td>November 2019</td>
<td>47,711.25</td>
<td>69,123.24</td>
<td>November 2018</td>
</tr>
<tr>
<td>December 2019</td>
<td>21,164.83</td>
<td>58,580.07</td>
<td>December 2018</td>
</tr>
<tr>
<td>January 2020</td>
<td>45,599.70</td>
<td>37,233.61</td>
<td>January 2019</td>
</tr>
<tr>
<td>February 2020</td>
<td></td>
<td></td>
<td>February 2019</td>
</tr>
<tr>
<td>March 2020</td>
<td></td>
<td></td>
<td>March 2019</td>
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<tr>
<td>April 2020</td>
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<td>April 2019</td>
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<tr>
<td>May 2020</td>
<td></td>
<td></td>
<td>May 2019</td>
</tr>
<tr>
<td>June 2020</td>
<td></td>
<td></td>
<td>June 2019</td>
</tr>
</tbody>
</table>

Total

<table>
<thead>
<tr>
<th>Percentage Increase (or Decrease) in TARS</th>
<th>Difference between Fiscal Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2019</td>
<td>66%</td>
</tr>
<tr>
<td>August 2019</td>
<td>-31%</td>
</tr>
<tr>
<td>September 2019</td>
<td>-22%</td>
</tr>
<tr>
<td>October 2019</td>
<td>-39%</td>
</tr>
<tr>
<td>November 2019</td>
<td>-31%</td>
</tr>
<tr>
<td>December 2019</td>
<td>-64%</td>
</tr>
<tr>
<td>January 2020</td>
<td>22%</td>
</tr>
<tr>
<td>February 2020</td>
<td></td>
</tr>
<tr>
<td>March 2020</td>
<td></td>
</tr>
<tr>
<td>April 2020</td>
<td></td>
</tr>
<tr>
<td>May 2020</td>
<td></td>
</tr>
<tr>
<td>June 2020</td>
<td></td>
</tr>
</tbody>
</table>

Total

<p>| -23%                                      | (99,322.64)                     |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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|       |              |                             |                                    | Rent $50.40, Legal Fees $321.00: This file was submitted to legal in July 2019 at the time the balance on the account was $159.00. The file was submitted to the attorney in August 2019. The file was submitted to the attorney in August 2019, and the eviction was typically completed in October 2019. The file was submitted to the attorney in August 2019, and the eviction was completed in October 2019.
<p>| 402   | 02/10/2019   | 01/28/2019                 | Y                                  | Evicted                                     |          | 06/09/19                      | 07/20/19                      | 08/08/19                               | 09/05/19                                 | 09/09/19                     | N/A                           | N/A                              | N/A                        | 09/24/19                   | $36.00                    | $321.00                  | 8                         | $1,026.40                 | W                           |
|       |              |                             |                                    | Rent $271.40, Legal Fees $271.00: This file was submitted to legal in August 2019 at that time the balance was $369.00. The file was submitted to the attorney in August 2019, the default judgment was filed in September 2019, and the eviction was completed in October 2019. Rent $271.40, Legal Fees $271.00: This file was submitted to legal in August 2019 at that time the balance was $369.00. The file was submitted to the attorney in August 2019, the default judgment was filed in September 2019, and the eviction was completed in October 2019. Rent $271.40, Legal Fees $271.00: This file was submitted to legal in August 2019 at that time the balance was $369.00. The file was submitted to the attorney in August 2019, the default judgment was filed in September 2019, and the eviction was completed in October 2019. Rent $271.40, Legal Fees $271.00: This file was submitted to legal in August 2019 at that time the balance was $369.00. The file was submitted to the attorney in August 2019, the default judgment was filed in September 2019, and the eviction was completed in October 2019. |
| 201   | 06/18/19     | 01/28/2019                 | Y                                  | Evicted                                     |          | 07/09/19                      | 08/19/19                      | 08/21/19                               | 08/12/19                                 | 11/15/19                     | N/A                           | N/A                              | N/A                        | 10/23/19                   | $75.00                    | $271.00                  | 7                         | $1,542.40                 | W                           |
|       |              |                             |                                    | Rent $537.00, Legal Fees $321.00: This file was submitted to legal in July 2019 at the time the balance on the account was $240.00. The file was submitted to the attorney in September 2019, judgement was filed in September, and the eviction was completed in October 2019. Rent $537.00, Legal Fees $321.00: This file was submitted to legal in July 2019 at the time the balance on the account was $240.00. The file was submitted to the attorney in September 2019, judgement was filed in September, and the eviction was completed in October 2019. Rent $537.00, Legal Fees $321.00: This file was submitted to legal in July 2019 at the time the balance on the account was $240.00. The file was submitted to the attorney in September 2019, judgement was filed in September, and the eviction was completed in October 2019. Rent $537.00, Legal Fees $321.00: This file was submitted to legal in July 2019 at the time the balance on the account was $240.00. The file was submitted to the attorney in September 2019, judgement was filed in September, and the eviction was completed in October 2019. |
| 41    | 07/27/19     | 02/28/2020                 | Y                                  | Evicted                                     |          | 08/06/19                      | 09/18/2011                    | 09/24/01                               | 10/10/10                                 | 10/11/19                     | N/A                           | N/A                              | N/A                        | 10/23/19                   | $30.00                    | $321.00                  | 6                         | $958.00                   | SSI                         |
|       |              |                             |                                    | Rent $446.07, Legal Fees $321.00: This file was submitted to legal in August 2019 at that time the account was already 4 months past due. The total owed at the time submitted was $200.00. In September 2019 judgement was filed and entered. The file was submitted to the attorney in August 2019 at that time the account was already 4 months past due. The total owed at the time submitted was $200.00. In September 2019 judgement was filed and entered. The file was submitted to the attorney in August 2019 at that time the account was already 4 months past due. The total owed at the time submitted was $200.00. In September 2019 judgement was filed and entered. The file was submitted to the attorney in August 2019 at that time the account was already 4 months past due. The total owed at the time submitted was $200.00. In September 2019 judgement was filed and entered. |
| 150   | 03/17/20     | 01/28/2020                 | Y                                  | Evicted                                     |          | 07/09/19                      | 08/06/2011                    | 08/13/19                               | 09/05/19                                 | 09/09/19                     | N/A                           | N/A                              | N/A                        | 09/24/10                   | $26.00                    | $321.00                  | 9                         | $767.00                   | SSI                         |
|       |              |                             |                                    | Rent $2194.50, Legal Fees $321.00: This account was sent to legal in September 2019 for Criminal Activity. The attorney received the file in September, default judgement was filed in October 2019, and the file was filed in November 2019. The file was filed in November 2019. Rent $2194.50, Legal Fees $321.00: This account was sent to legal in September 2019 for Criminal Activity. The attorney received the file in September, default judgement was filed in October 2019, and the file was filed in November 2019. Rent $2194.50, Legal Fees $321.00: This account was sent to legal in September 2019 for Criminal Activity. The attorney received the file in September, default judgement was filed in October 2019, and the file was filed in November 2019. Rent $2194.50, Legal Fees $321.00: This account was sent to legal in September 2019 for Criminal Activity. The attorney received the file in September, default judgement was filed in October 2019, and the file was filed in November 2019. |
| 47    | 05/29/19     | 01/28/2020                 | y                                  | Evicted                                     |          | 08/10/19                      | 09/18/01                      | 09/24/19                               | 10/10/10                                 | 11/12/2019                   | N/A                           | n/a                              | N/A                        | 11/20/19                   | $1,175.00                 | $321.00                  | 7                         | $2,505.50                 | W                           |
|       |              |                             |                                    | Rent $2142.37, Legal Fees $321.00: This file was submitted to legal in September 2019 at the time the balance on the account was $638.00. The file was submitted to the attorney in September 2019, judgement was filed and entered in October 2019. Rent $2142.37, Legal Fees $321.00: This file was submitted to legal in September 2019 at the time the balance on the account was $638.00. The file was submitted to the attorney in September 2019, judgement was filed and entered in October 2019. Rent $2142.37, Legal Fees $321.00: This file was submitted to legal in September 2019 at the time the balance on the account was $638.00. The file was submitted to the attorney in September 2019, judgement was filed and entered in October 2019. Rent $2142.37, Legal Fees $321.00: This file was submitted to legal in September 2019 at the time the balance on the account was $638.00. The file was submitted to the attorney in September 2019, judgement was filed and entered in October 2019. |
| 320   | 05/25/12     | 01/26/2020                 | Y                                  | Evicted                                     |          | 08/16/19                      | 07/20/2019                    | 9/24/109                               | 10/10/10                                 | 10/11/2019                   | N/A                           | N/A                              | N/A                        | 10/23/2019                 | $967.00                    | $321.00                  | 6                         | $2,463.37                 | W                           |</p>
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Move In Date</th>
<th>Date of Move Out / Set Out</th>
<th>Was the eviction account WHYMOVED: MOVE OUT?</th>
<th>REASON FOR MOVING OUT: EVICTED? ABANDONED MOVE OUT?</th>
<th>Date of Original 14-Day Notice</th>
<th>Date Submitted to Legal / Date Opened</th>
<th>Date Filed Submitted to Attorney (Run &amp; Format) / Date Completed</th>
<th>Date Default Judgement Filed</th>
<th>Date Judgment Entered</th>
<th>1st Trial Date (Applicable)</th>
<th>2nd Trial Date (Applicable)</th>
<th>Date WRIT filed with Jefco Sheriff's Department</th>
<th>Total Due at Writ</th>
<th>Total Legal Fees</th>
<th># of Months Delinquent</th>
<th>Total Amount Owed $</th>
<th>Primary Source of Resident Income</th>
<th>Breakdown and Explanation Charges: Rent, Late Fees, Damages, Fines, Legal Fees, etc. (attach additional memo if necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>05/19/2014</td>
<td>01/06/2020</td>
<td>N</td>
<td>Move-Out</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$87.00</td>
<td>SSI</td>
<td>Rent $67.00 resident placed in nursing home by family members</td>
</tr>
<tr>
<td>283</td>
<td>11/25/2019</td>
<td>1/2/2020</td>
<td>N</td>
<td>Move-Out</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$423.00</td>
<td>Wages</td>
<td>Rent $423.00 - Resident was killed in car accident</td>
</tr>
<tr>
<td>215</td>
<td>03/16/2017</td>
<td>1/2/2020</td>
<td>Y</td>
<td>Evicted</td>
<td>09/06/2017</td>
<td>10/3/2019</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$177.10</td>
<td>$311.00</td>
<td>4</td>
<td>$331.10</td>
<td>SSI</td>
<td>Rent $331.10 &amp; Legal Fees $311.00</td>
</tr>
<tr>
<td>515</td>
<td>12/16/2019</td>
<td>1/20/2020</td>
<td>N</td>
<td>Move Out</td>
<td>1/6/2020</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$124.67</td>
<td>SSI/SSI</td>
<td>Rent $124.67</td>
</tr>
<tr>
<td>424</td>
<td>10/07/21</td>
<td>1/2/2020</td>
<td>N</td>
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<td>1/6/2020</td>
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<td>None</td>
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<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$270.90</td>
<td>SSI/SSI</td>
<td>Rent $270.90 - Purchased Home</td>
</tr>
<tr>
<td>363</td>
<td>01/02/21</td>
<td>12/2/2019</td>
<td>Y</td>
<td>Evicted</td>
<td>12/2/2019</td>
<td></td>
<td></td>
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<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$50.00</td>
<td>SSI/SSI</td>
<td>$161.00 legal fees added on 01/02/2020</td>
</tr>
<tr>
<td>12</td>
<td>7/10/2018</td>
<td>12/2/2019</td>
<td>Y</td>
<td>Evicted</td>
<td>12/2/2019</td>
<td></td>
<td></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>1</td>
<td>$50.00</td>
<td>SSI/SSI</td>
<td>$60.00 legal fees added on 01/02/2020</td>
</tr>
<tr>
<td>Unit #</td>
<td>Move In Date</td>
<td>Date of Move Out / Set Out</td>
<td>Was this an eviction account? YN</td>
<td>REASON FOR MOVE OUT/ EVICTED? ABANDONED? MOVE OUT?</td>
<td>Date of Original 14-Day Notice</td>
<td>Date Submitted to Legal / Date Opened</td>
<td>Date File Submitted to Attorney (Burr &amp; Fosman) / File Completed</td>
<td>Date Default Judgement Filed</td>
<td>Date Judgement Entered</td>
<td>1st Trial Date of Applicable</td>
<td>2nd Trial Date of Applicable</td>
<td>Date WRIT filed with Sheriff's Department</td>
<td>Total Due at Well</td>
<td>Total Legal Fees</td>
<td># of Months Delinquency</td>
<td>Total Amount Owed $</td>
<td>Primary Source of Income</td>
<td>Breakdown and Explanation Charges: Rent, Late Fees, DAMAGES, Fines, Legal Fees, etc. (check additional memo if necessary)</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>--------------------------------</td>
<td>------------------------------------------------</td>
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<td>----------------</td>
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<td>--------------------------------------------------</td>
</tr>
<tr>
<td>341</td>
<td>4/16/2018</td>
<td>1/9/2020</td>
<td>Y</td>
<td>Moved Out</td>
<td>6/6/2019</td>
<td>7/2/2019</td>
<td>8/7/2019</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>723.00</td>
<td>261.00</td>
<td>3</td>
<td>$1,034.00</td>
<td>SSU</td>
<td></td>
<td>Rent for June, July &amp; August $374, Installment balance of $52.34. $500 Trash out charges and $161.00 Legal fees. Resident was at legal but unit was taken over because she signed a notice to vacate in October but never returned with the keys.</td>
</tr>
<tr>
<td>285</td>
<td>10/6/2018</td>
<td>10/7/2019</td>
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<td>Evicted</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>10.00</td>
<td>0</td>
<td>$10.00</td>
<td>N/A</td>
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<td>Charged placed on account 1/27/2020.</td>
</tr>
<tr>
<td>340</td>
<td>9/4/2018</td>
<td>9/5/2019</td>
<td>Y</td>
<td>Evicted</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>10.00</td>
<td>0</td>
<td>$10.00</td>
<td>Wages</td>
<td></td>
<td>Charged placed on account 1/27/2020.</td>
</tr>
<tr>
<td>399</td>
<td>12/4/2019</td>
<td>12/4/2019</td>
<td>Y</td>
<td>Evicted</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>10.00</td>
<td>0</td>
<td>$10.00</td>
<td>Wages/SSU</td>
<td></td>
<td>Charged placed on account 1/27/2020.</td>
</tr>
<tr>
<td>247</td>
<td>12/21/2019</td>
<td>MOV ED OUT</td>
<td>n</td>
<td>MOVED OUT</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>0.00</td>
<td>1</td>
<td>$1.37</td>
<td>Wages/SS</td>
<td></td>
<td>Rent for Dec and Prorated Jan $1.37.</td>
</tr>
<tr>
<td>26</td>
<td>10/1/2019</td>
<td>12/21/2019</td>
<td>Y</td>
<td>Evicted</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>261.00</td>
<td>0</td>
<td>$261.00</td>
<td>Wages/SS</td>
<td></td>
<td>Charged placed on account 1/27/2020.</td>
</tr>
<tr>
<td>153</td>
<td>9/14/2018</td>
<td>12/22/2019</td>
<td>Y</td>
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<td>N/A</td>
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<td>311.00</td>
<td>0</td>
<td>$311.00</td>
<td>Wages/SS</td>
<td></td>
<td>Charged placed on account 1/27/2020.</td>
</tr>
<tr>
<td>179</td>
<td>10/12/2018</td>
<td>11/6/2019</td>
<td>n</td>
<td>Moved Out</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>1</td>
<td>$493.97</td>
<td>Wages/SS</td>
<td></td>
<td>$599 Rent for Nov. Turned in keys but could not take out of system.</td>
</tr>
</tbody>
</table>

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*Drafted By: [Signature]*
| Unit # | Move In Date | Date of Move Out / Set Out | Was this an eviction account? | YN | REASON FOR MOVE OUT / EVICTED / ABANDONED MOVE OUT/T | Date of Original 14-Day Notice | Date Submitted to Legal / Date Opened | Date File Submitted to Attorney (Bar & Fornard) / File Completed | Date Default Judgement Entered | Date Writ Filed with Sheriff's Department | 1st Trial Date (if applicable) | 2nd Trial Date (applicable) | Date Writ Filed with Sheriff's Department | Total Due at Writ | Total Legal Fees | # of Notices Delivered | Total Amount Owed | Primary Source of Resident Income | Breakdown and Explanation Charges: Rent, Late Fees, Damages, Fines, Legal Fees, etc. (attach additional memo if necessary) |
|--------|--------------|---------------------------|-------------------------------|----|--------------------------------------------------|-----------------------------|---------------------------------|---------------------------------------|-----------------------------|---------------------------------|-------------------------------|-----------------|--------------------------|---------------------------------|----------------|----------------|----------------------|----------------|------------------------|---------------------------------------------------------------|
| 179    | 7/15/2019    | 12/31/2019               | Y                             | N  | Evicted                                           | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $321.00 | 0                 | $321.00 | W                       | Legal fees = $321.00                                                  |
| 295    | 6/21/2019    | 12/31/2019               | Y                             | N  | Evicted                                           | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $70.00  | 0                 | $70.00  | W                       | Legal fees = $70.00                                                  |
| 239    | 2/13/2019    | 12/31/2019               | Y                             | N  | Evicted                                           | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $261.00 | 0                 | $261.00 | W                       | Legal fees = $261.00                                                  |
| 282    | 11/3/2018    | 12/31/2019               | Y                             | N  | Evicted                                           | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $261.00 | 0                 | $261.00 | W                       | Legal fees = $261.00                                                  |
| 117    | 7/18/2018    | 11/22/2019               | Y                             | N  | Evicted                                           | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | 1/3/2020           | $921.80 | 4                 | $921.80 | W                       | Rent = $921.80                                                   |
| 165    | 3/16/2019    | 7/20/2020                | N                             | N  | Moved out                                         | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $0.00   | 1                 | $581.23 | SJ                      | Replacement stolen refrigerator $581.23. Rent = $581.23       |
| 234    | 3/21/2013    | 7/27/2020                | N                             | N  | Moved out                                         | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $0.00   | 0                 | $331.00 | SJ                      | Vacate charges = $331.00                                             |
| 264    | 1/17/2019    | 1/16/2020                | N                             | N  | Moved out                                         | N/A                         | N/A                             | N/A                                   | N/A                         | N/A                             | N/A                           | N/A             | N/A                      | $0.00              | $0.00   | 0                 | $50.00  | W                       | Source charges = $50.00                                              |
| 290    | 10/5/2017    | 12/22/2020               | Y                             | N  | Evicted                                           | 1/7/2019                    | 11/12/2019                      | 12/4/2019                             | 12/17/2019                  | N/A                             | N/A                           | N/A             | N/A                      | 1/3/2020           | $131.27 | 3                 | $131.27 | W                       | Rent = $131.27                                                   |
| 355    | 6/7/2018     | 12/22/2020               | Y                             | N  | Evicted                                           | 10/7/2019                   | 11/12/2019                      | 12/1/2019                            | 12/17/2019                  | N/A                             | N/A                           | N/A             | N/A                      | 1/3/2020           | $1,158.42 | 4                 | $1,158.42 | W                       | Rent = $1,158.42                                                 | $4,008.72
| Unit # | Move In Date | Move Out Date | Date of Eviction Notice | Date of Original Notice | Date of Notice | Date of Placement Notice | Date of Eviction Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | 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Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement Notice | Date of Notice | Date of Placement 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HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

REQUEST FOR BOARD ACTION

APPROVAL OF COMMUNITY RULES & REGULATIONS FOR MULTIFAMILY/PBRA PROPERTIES

February 20, 2020

INTRODUCTION

HABD seeks Board Approval to incorporate into its policies the attached Community Rules and Regulations for Multifamily/PBRA properties. Freedom Manor has been recently renovated and converted from Public Housing to Project Based Rental Assistance (PBRA). PBRA RAD properties must comply with HUD Multifamily Housing program requirements, which recommends the development of Community Rules and Regulations.

PURPOSE/OBJECTIVE

The purpose of the recommended action is to establish Community Rules and Regulations as an attachment to the lease. Developing Community Rules and Regulations is a prudent industry practice that identifies both allowable and prohibited activities in our housing communities, units and common areas. The Community Rules and Regulations will also ensure residents are treated equitably and that residents treat each other with consideration.

DESCRIPTION/JUSTIFICATION

According to HUD/PBRA occupancy guidance, owners/agents are encouraged to develop Community Rules and Regulations. These Rules and Regulations must be consistent with HUD requirements for operating HUD subsidized projects, must be reasonable, and must be included as an attachment to the lease.

POLICY/IMPACT

This action is consistent with the Authority’s goals of keeping our communities safe, clean, and making them more appealing and livable for residents.
ECONOMIC IMPACT/FUNDING SOURCE

None.

ATTACHMENTS

Proposed Community Rules and Regulations for Multifamily/PBRA properties.

ALTERNATIVES

No alternatives were considered.

RECOMMENDATIONS

The President/CEO recommends adopting the Community Rules and Regulations Multifamily/PBRA properties as requested.

CERTIFICATION

The requested action conforms to legal, policy and regulatory requirements.

VALERIE HOLMES  
LIHTC Compliance Manager

CAROLYN AVINGTON  
VP of Finance/CFO

MICHAEL O. LUNDY  
President/CEO
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

RESOLUTION NO. 2020-12482

Resolution Approving Resident Selection Plan for Multifamily/PBRA properties.

RESOLVED by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to approve the Community Rules and Regulations for Multifamily/PBRA properties.

Adopted this 20\textsuperscript{th} day of February, 2020.

Attest:

__________________________  
Chairperson

__________________________  
Michael O. Lundy, Secretary

(Seal)
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

☐ Office Hours: The rental office is open Monday through Friday from 8:00 a.m. through 5:00 p.m. All business is to be transacted in the rental office.

☐ Rent: All rent is due and payable on the first day of the month, payable by check or money order only, unless otherwise directed by the management. After one (1) returned checks, Management will no longer accept checks for rent payment.

☐ Maintenance: Requests for routine maintenance must be made to the rental office during rental office hours.

☐ Emergencies: Emergencies should be promptly reported to the Community Manager. Emergencies after office hours, on weekends or holidays should be phoned to (205) _________. Residents are cautioned to use discretion in reporting emergencies after office hours, AS ONLY ABSOLUTE EMERGENCIES WILL RECEIVE ATTENTION AFTER REGULAR HOURS.

☐ Vehicles: All vehicles parked on the property must be currently licensed and be in operable condition. No vehicles with broken out windshield or flat tires will be allowed on the premises. The washing or hosing down of automobiles or other type vehicles is prohibited. All vehicles of Residents and guests of Residents shall be parked in the designated areas, and the driveways and accessways shall be kept open and clear at all times. No vehicles shall be driven onto the sidewalks or grassed areas. The parking of boats, trailers or commercial vehicles anywhere on the property is prohibited. No vehicles of any type without mufflers shall be allowed on the premises. Motorcycles, motorized bikes, and bicycles shall be parked in the assigned areas, and shall not be brought into hallways, apartments, or on sidewalks or lawns. Auto repairs except for the changing of flat tires and other minor adjustments, are not permitted on the premises. No mechanical work shall be allowed on any vehicle while on the property. Further, no vehicles may be placed on blocks or dismantled while on the property. All motorcycles will be parked with wooden block under kickstand. Vehicles leaking oil must be repaired immediately or Resident will be charged for removal of grease from the pavement. MANAGEMENT RESERVES THE RIGHT TO HAVE ANY VEHICLE(S) TOWED AWAY AT THE OWNER'S EXPENSE FOR FAILURE TO COMPLY WITH RULES RELATING TO VEHICLES HEREIN.

☐ Keys: An original set of keys (door and mailbox, including key fob for main access doors as applicable) is provided to resident upon move-in and must be returned when the resident vacates. If keys have to be replaced during tenancy, the resident will be charged the actual costs incurred by Management to make a duplicate apartment key, change an apartment lock, or change a mail box lock. In the case where a charge amount has been pre-approved by the local HUD office, this charge amount has been posted on the bulletin board and attached to these rules.

☐ Lockouts: Lock-outs occurring after normal hours will be charged the actual costs incurred by Management, or the resident may call a locksmith. Should keys be replaced by a locksmith, a copy of the new keys must be provided to Management immediately.

☐ Additional Locks: No additional locks shall be affixed to any door except by written consent of Management. Nor shall existing locks be changed without the consent of Management.

☐ Household and Guests: Resident will be held directly responsible for the conduct and actions of their household and/or visiting guests. Resident, other household members, and guest(s) understand that they are prohibited from: threatening or assaulting any person within the premises and from acting violently or in such a manner as to threaten the health, safety, or welfare of other persons or their property on the premises; or violating any provision of Management and Tenant Act adopted by the state. Residents and their guests shall not play in public areas except in those designated recreational areas in accordance with the rules and regulations and times posted in said areas. No playing is permitted in hallways, lobbies, elevators, etc. Planted and landscaped areas shall not be walked upon nor used as play areas. Residents will be held liable for any damage. Failure to follow these rules may result in the Lease being terminated.
Moving: The moving procedures should be coordinated with the Community Manager. The Resident is responsible for any damages to the premises caused by moving in and out of the premises. Vehicles will not be permitted on the grass or sidewalks.

Attorney Fees: If Management employs an attorney because of a violation by the Resident of the Lease or Rules and Regulations, Resident shall pay all attorney fees and cost of collection or litigation as allowed by state law.

Alcoholic Beverages: Alcoholic beverages are not permitted on the grounds, common areas or recreational facilities.

Apartment Occupancy: The maximum occupancy standards must be followed. Occupants are limited to those persons listed on the most recent Resident certification. The Resident must advise and receive written permission in advance from management of any change in household composition. Resident may be permitted to have guest(s) visit their household; however, this visit is restricted to no more than 14 days and nights within a twelve (12) month period. Exceptions may be made on special extenuating circumstances at the discretion of management. However, a written letter of request is required detailing any extenuating circumstances before any visit beyond the time described above is granted. A person(s) making recurring overnight visits will be counted as a household member(s) and constitutes material non-compliance of the Lease Agreement. Residents are responsible for the actions of their guests. The leased apartment is to be occupied only as a private dwelling. Residents are permitted to operate a small business out of their apartment (i.e. babysitting, computing). Any small business operated out of a Resident’s apartment must not interfere with the rights of other residents to their peaceful enjoyment of the community. This includes, but is not limited to the following restrictions:

(a) All appropriate city, state, and local business licenses must be procured and a copy provided to Management.
(b) Resident must maintain liability insurance that provides sufficient coverage for any losses and a copy of the Certificate of Insurance must be provided to Management.
(c) No signage may be affixed to the outside of Resident’s unit except on the Resident’s door which is included in possession interests (see Section 12 for further Restrictions on Alterations).
(d) Parking is for the use of residents and their guests only. Any home run business operated by the Resident must not interfere with any other Resident’s parking. If parking is assigned, any visitors to the resident’s small business are required to park in designated visitor parking. If parking associated with Resident’s small business causes other Residents to not have available parking on a consistent basis, Management has the right to require parking requirements are met or that the business is terminated.
(e) Foot traffic to and from the apartment by persons associated with resident’s home run business should also be limited so as not to disrupt other residents.
(f) Any persons that are at the community as a result of a resident operated business are subject to all rules for visitors and guests included in these Rules and Regulations. Confirmed complaints received by Management may result in termination of tenancy.
(g) Business of resident should be conducted during regular hours and should not interfere with quiet times previously established at this community.
(h) All income received from any small business operated out of Resident’s apartment is required to be reported to the management office in accordance with the Resident’s signed lease.

Balconies/Porches/Patios/Breezeways/Windows: No mops, clothing, clothes lines, rugs or other articles shall be hung outside of the premises. No rugs or dust mops shall be beaten, cleaned or shaken out of the windows, porches, patios, balconies, or in the halls or corridors of the building, nor shall anything be thrown or swept by the Residents, Windows: their guests or employees out of the windows, doors or other openings, or in the halls of the building. Only patio furniture and live plants may be stored on patios, porches and/or balconies. No personal belongings of the Resident may be stored in breezeways, halls or corridors unless approved by management. No rugs or mats outside door of interior hallway. No gas grills, charcoal grills or food smokers/cookers are allowed in the hallways, breezeways, grounds or on Resident’s patio or balcony. All Residents must observe strict care not to leave windows open when it rains, sleet, snows, or in high winds.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

Any damage resulting from carelessness in these respects will be paid for by the Resident. Sweeping and cleaning of these areas is the responsibility of the Resident. This includes cleanup of littering of grounds around these areas; specifically paper, cigarette butts, and trash.

☐ Restrictions on Alterations: Resident agrees not to make alterations without first obtaining Management's written permission. Such alterations include but are not limited to:
- Paint or install wallpaper or contact paper in the unit;
- Attach awnings or window guards in the unit;
- Attach or place any fixtures or fences on the building(s), the common areas, or the grounds;
- Attach any shelves, screen doors, or other permanent improvements in the unit;
- Attach any burglar bars to the windows/doors of the unit.
- Remove carpet and/or install tile

☐ Lawns: No part of the yards, lawns, grounds, or walks shall be reserved for the private use of any Resident and no objects shall be stored, placed or situated on any of these areas. The use of the lawns for play areas or as foot paths is strictly prohibited. Residents will be liable for damages for any destruction caused by Resident, Resident's household, and/or guest of Resident to shrubbery, trees, plants, etc., and will be assessed the costs for replacement.

☐ Entrances: The sidewalks, front stoops, entry passages, halls, parking lots, and stairways shall not be obstructed by any Resident or used for any purpose other than ingress and egress. Residents will not sit, loiter, or otherwise obstruct these entrances or allow their guests to do so. The halls, corridors and stairways of the buildings shall not be used as a play area, and no bicycles, or any other property of the Resident will be allowed to remain within.

☐ Signs: No signs, ads, or lettering shall be affixed to any door other than the resident's apartment door, window or any building or elsewhere by any Resident unless approved by management. No articles shall be suspended outside of the building or placed in the window sills.

☐ Noise: No Resident will make or allow to be made any disturbing noises in the building by their, their family, visitors, etc, nor to permit anything by such persons that will interfere with the rights, comforts or convenience of other Residents. No Resident shall play upon nor suffer to be played upon, any musical instruments, record player, hi-fi equipment, radio or television so the same shall disturb or annoy other occupants of the building. TVs, radios, stereos shall be played at reasonable levels at all times, and the same shall not be played so as to be heard outside of the apt. in which being played between 10:00 p.m. and 9:00 a.m. If the Police have to be called because of a disturbance, Management may, at his option, terminate the Resident(s)' involved possessory interests, or after two confirmed complaints about a Resident by another Resident, Management may terminate the Resident(s)' possessory interests.

☐ Drapes: Resident agrees not to change drapes, blinds, or any other window treatments provided by Management without prior written consent of Management. If window treatments are not provided, Resident agrees to install window treatments with white backing and will become the property of Management and shall remain in the unit.

☐ Walls: When hanging pictures, use small nails or adhesive wall hangers; do not use stick on hangers, as this damages the wall.

☐ Extended Absence / Abandonment: In accordance with government regulations, the apartment unit must be the Resident's only place of residence. Resident must notify Management in writing of any absence that will exceed 14 days. An extended absence from the apartment (any period of time in excess of 14 consecutive days) may be considered abandonment and grounds for immediate lease termination without prior Management notification and approval. A notice will be issued stating that all contents of the unit will be removed and stored for Resident to claim in accordance with State law, after which time contents will be disposed of.
Firearms / Air Rifles: The possession and/or use of rifles, BB or pellet guns, slingshots, fire-crackers or any comparable weapon or noisemaker anywhere in the common areas or on the exterior grounds of the community is strictly prohibited.

Criminal or Illegal Activity: Management may at his option, terminate the Lease, of any Resident if Resident or household members are found to be involved in any criminal or illegal activity. In accordance with a zero tolerance policy related to individuals subject to lifetime state sex offender registration, a search on the Dru Sjodin National Sex Offender Database may be conducted on all adult household members at the time of every Annual Recertification. If there is evidence that any member of the household is subject to a lifetime state sex offender registration or that any prior records have been falsified or not properly disclose, the resident’s Lease may be immediately terminated.

Drugs: If, at any time, Management finds a Resident or Resident’s guest using or in possession of a controlled substance, that Resident’s Lease may be immediately terminated.

Smoke Detector: These Smoke Detector Rules are prepared to give instructions as to the care of a smoke detector and additional safety information. Resident is responsible for the care and maintaining any power to the detector. Resident is also responsible for any damage done to the detector. If the detector is defective, Resident must notify Management of such defect in writing immediately.

IF RESIDENT’S SMOKE DETECTOR IS BATTERY OPERATED, please follow the instructions below:

- The alarm horn and the indicator light on the detector let Resident know whether the detector is working properly.
- When the indicator light (which can be seen through the clear push button of the test switch) flashes once a minute, the detector should be operating normally. Some models have a white push button and do not flash. In this event, press down the push button for ten seconds. The alarm should sound if it is working properly.
- If the alarm horn beeps once a minute, the detector’s battery is weak and needs to be replaced immediately.
- When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.

To keep the detector in good working order, Resident must:

- Test the detector regularly (monthly is recommended) by pressing down the push button/test switch for up to 10 seconds until the alarm sounds. This should be done whether or not the detector has a flashing indicator light. If the alarm does not sound, notify Management immediately.
- Notify Management immediately when the Low Battery "beep" signal sounds once per minute in order that Management can replace the battery.
- Vacuum or clean the dust off the detector’s sensing chamber openings at least once a year. Be careful not to get any water on the detector components.
- Do not tamper with or disconnect the battery to the detector.

NOTE: If the detector does not work properly, make sure the battery is good, the battery is connected correctly and that the openings to the sensing chamber are clear. If there is still a problem, notify Management in writing immediately.

IF RESIDENT’S SMOKE DETECTOR IS POWER OPERATED, please follow the instructions below:

- The alarm horn and the indicator light on the detector let Resident know whether the detector is working properly.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

- When the indicator light (which can be seen through the clear push button of the test switch) glows continuously, the detector should be receiving power and operating normally.
- When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.

To keep the detector in good working order, Resident must:

- Test the detector regularly (monthly is recommended) by pressing down the test switch for up to 10 seconds until the alarm sounds. This should be done whether or not the detector's indicator light glows continuously. If the alarm does not sound, notify Management immediately.
- Do not tamper with or disconnect the power to the detector.

NOTE: If the detector does not work properly, make sure the power is on and that the openings to the sensor chamber are clear. If there is still a problem, notify Management in writing immediately.

By signing these Rules, Resident certifies that the smoke detector(s) was (were) tested and is (are) operating properly.

Visually operated alarms are available to any resident who is hearing impaired. By signing these Smoke Detector Rules, Resident certifies that Resident has been advised of this availability and must notify Management IN WRITING should any member of the family, currently or in the future, need a visual alarm installed in the bedroom occupied by the hearing impaired person.

☐ **Fires:** All fires should be reported to emergency services (911) and the Manager immediately. Management is not responsible for Resident's personal belongings burned or damaged by fire. All personal property placed in or about leased premises is at the sole risk of Resident. **RESIDENT SHOULD SECURE APPROPRIATE INSURANCE TO COVER SUCH LOSSES.** The cost of restoring any burned property as well as the market rent for the time the unit is out of service will be assessed against the Resident if determined that the fire was caused by Resident neglect.

☐ **Fire Prevention:** You cannot be too careful in your protection of your family and home. To help prevent fires from occurring:

  - Gasoline, naphtha and flammable cleaning fluids are not to be used in your home.
  - Irons, radios, Toasters, and all electrical appliances should be checked often for frayed or tattered cords.
  - Do not leave child(ren) of tender years without adult supervision.
  - Do not allow stoves to accumulate grease. Wash grease filter monthly.
  - Throw away any rags which contain gasoline or other flammable materials.
  - Keep matches and lighters out of children's reach.
  - Do not store old newspapers in the apartment.
  - Keep the area around the gas hot water heater free of flammable materials, such as newspapers, plastics, rags, etc.
  - Storage or use of kerosene, gasoline, butane or other bottle gas or other flammable or explosive agencies is prohibited.
  - Burning incense is prohibited.
  - Do not burn candles in your apartment.
  - Never leave the stove unattended while cooking.

☐ **Safety:** Resident agrees that Resident has inspected Resident's apartment and has determined to Resident's satisfaction that the smoke detector(s), door locks and latches, window locks and latches, any emergency call system, and any other safety devices in the apartment are adequate and in proper working order. Any comments that Resident has about the safety devices are contained in the Apartment Inspection Report (Move-In). If any subsequent repairs are needed, Resident agrees
to promptly inform Management in writing. Resident is strictly prohibited from circumventing any door entry systems by propping doors open or any other method to permit non-residents to gain entrance. Resident acknowledges that Management and its employees and agents are under no obligation or duty to inspect, test, or repair any safety device unless and until Management has received written notices from Resident or unless required by governmental law or regulation.

Resident understands that from time to time Management or its employees or agents may, in their sole discretion, engage personnel or a service company to serve as desk workers or to provide patrol and inspection services, not for the purpose of providing security services to Resident, but rather for the primary purpose of maintaining a presence on-site for the protection of the physical property of Management. In addition, Management may, in its sole discretion, utilize surveillance cameras, which are not monitored at all times, or other monitoring equipment to assist in this effort. If so, Resident understands and agrees that Management or its employees or agents may alter or cancel any desk workers, patrol and inspection services, surveillance cameras, or monitoring equipment without Resident’s knowledge or consent. Any service company providing desk workers or patrol and inspection services is an independent contractor, and as such, the service company and its agents and employees are not controlled by Management or its employees or agents in the performance of their duties.

Resident recognizes that there is a possibility that criminal activity has occurred within the apartment community and/or surrounding neighborhood and that the seriousness, frequency and the date of each occurrence of such crime, as well as the complete details, are rarely known to Management or its agents or employees. Resident recognizes that Management and its agents, employees and legal representatives are not insurers and are not in a position to be able to give a thorough assessment of the safety, security, or crime rate in any area. Resident understands that Management and its agents, employees and legal representatives do not guarantee, warrant or assure Resident’s personal safety and/or security and are limited in their ability to provide protection. Resident has been informed and understands and agrees that Resident’s personal safety and security are Resident’s personal responsibility and that, prior to and after leasing Resident’s apartment, Resident should contact local law enforcement or medical assistance if necessary. Specifically, Resident recognizes that any resident check-in (sign-in)/check-out (sign-out) system or emergency call system, if so provided in Resident’s apartment or throughout the apartment community, is not fail proof and, therefore, Resident shall not rely upon such system. It shall be Resident’s responsibility to personally and directly contact any medical service providers should treatment be necessary, regardless of the presence or absence of any resident check-in (sign-in)/check-out (sign-out) system, any emergency call system, or any other monitoring systems. Resident recognizes that the apartment community does not always provide supportive services to meet Resident’s or Resident’s household’s needs. In particular, Resident recognizes that Resident is in the best position to determine and foresee risks of loss and to protect against such losses. Resident, therefore, agrees that it shall be Resident’s responsibility to obtain insurance to protect against losses, whether personal or property, and to take all other reasonable steps to protect Resident’s or Resident’s household’s or guests’ safety. Resident recognizes that any of Management’s and its agent’s or employee’s efforts are voluntary and not obligatory.

Resident agrees that the furnishing of any check-in (sign-in)/check-out (sign-out) systems, safety devices, surveillance cameras, monitoring equipment, desk workers and patrol and inspection services, if applicable, are enhancements above and beyond any duty Management or its agents or employees owe any occupant and will not constitute a guarantee or warranty of their effectiveness or impose any obligation on Management or its agents or employees to continue them. In addition, Resident agrees that Management and its agents and employees shall have no obligation to provide security services to protect Resident, Resident’s household and guests, or Resident’s property.

☐ Inspections: Authorized personnel will enter the apartment periodically for routine inspections, maintenance replacement/repairs, and pest control. Routine inspections, as required by HUD, state agencies or company policy, are conducted to determine the condition of the dwelling unit, that the unit is decent, safe and sanitary, and in good physical condition. Inspections may reveal possible lease violations. Photographs will be taken if determined necessary. Any lease violations found during these inspections may result in termination of tenancy.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

- **Garbage / Trash**: All garbage/trash will be placed in plastic bags that are securely tied. Resident will properly place garbage in designated containers in a sanitary manner. Furniture and other large items are not permitted in or near the trash designated trash container. Residents are responsible for properly disposing of these items. Should resident fail to do so and Management is charged a fee by the city or other disposal agency to remove such items, this amount may be passed on to the resident.

- **Light Bulbs**: All necessary light bulbs for use in permanent light fixtures in the apartment shall be furnished by the Resident.

- **Return of Security Deposit**: The term of the most current Lease must be honored, a thirty-day written notice to vacate must be submitted and no other amount owed in order to receive a refund of the security deposit paid.

- **Personal Property**: All personal property placed in the leased unit or in or on Management's property shall be at the risk of the Resident. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the Premises and all contents therein.

- **Water Beds**: Water beds are not permitted in apartment without written permission from Management and proof of renter's insurance.

- **Appliances**: Portable dishwashers, washers or dryers, are not permitted in apartment units. Washers and dryers are permitted only when appropriate connections, which meet building codes, are provided an at management's approval. Freezers are permitted as long as casters are used to protect the flooring. Any damage caused by failure to follow these rules will be charged to the Resident. Resident shall not change or remove any part of the appliances, fixtures or equipment in the unit. If Resident installs a ceiling fan, it becomes the property of Management and shall remain in the unit. Any appliances or electrical fixtures installed by the resident must be inspected by Management.

- **Radon Gas**: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in several states. Additional information regarding radon and radon testing may be obtained from the county public health unit.

- **Mold**: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. That is why these Rules contain important information and responsibilities for the resident.

ABOUT MOLD. Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

NOTIFICATION OF MANAGEMENT. Resident agrees to work with Management in order to minimize the occurrence and growth of mold by taking the following actions:
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

- Resident shall immediately notify Management if there is any evidence of a water leak or excessive moisture in Resident’s apartment, storage room, garage, or any common area.
- Resident shall immediately notify Management if there is any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Resident shall immediately notify Management of any musty odors that Resident notices in Resident’s apartment.
- Resident shall immediately notify Management of any failure or malfunction with Resident’s heating, ventilation, air-conditioning system, or laundry system.

MOLD PREVENTION TIPS FOR RESIDENT. Resident agrees to help minimize mold growth in Resident’s apartment by taking the following actions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout Resident’s apartment.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50° and 80° Fahrenheit within Resident’s apartment at all times.
- Clean and dust your apartment on a regular basis as required by Resident’s lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use any available pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use any available exhaust fans in Resident’s kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering house plants. If spills, occur, dry up excess water immediately.
- Ensure that Resident’s clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Thoroughly dry any spills on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Do not block or cover any of the heating, ventilation or air-conditioning ducts in Resident’s apartment.
- Immediately report to Management any inoperable windows or doors.

IF SMALL AREAS OF MOLD OCCUR ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that Resident first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Clean-Up. Tilex and Clorox contain bleach which can discolor or stain. Never mix chlorine bleach solutions with cleaning solutions or detergents that contain ammonia; toxic fumes could be produced. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Management in writing, and Management will take appropriate action.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

INSPECTIONS. Resident agrees that Management may conduct inspections of the unit with reasonable notice in accordance with state law.

COMPLIANCE. Complying with these Mold Rules will help prevent mold growth in Resident's dwelling, and both Resident and Management will be able to respond correctly if problems develop that could lead to mold growth. If Resident has questions regarding these Mold Rules, please contact Management. Resident agrees that Resident shall be responsible for damage to the apartment unit and Resident's property, as well as personal injury to Resident and other individuals, resulting from Resident's failure to comply with the terms of these Mold Rules. This includes any exposure to mold caused in whole or in part by an affirmative action of the Resident resulting in mold growth, inaction by the Resident resulting in mold growth, Resident's failure to notify Management of conditions resulting in mold growth, or Management's lack of knowledge concerning mold growth or mold presence anywhere in the apartment building. Damage includes, but is not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects, whether incurred or suffered by Resident or other individuals.

Management reserves the right to terminate a tenancy and Resident agrees to vacate the premises in the event Management in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth.

- Playground / Splash Pad Area(s) Rules:
  a. The basketball court and playground closed daily at dusk.
  b. Small children must have adult supervision when using the playground and/or equipment. Residents are responsible for the actions of their household members.
  c. The playground area has been designated as the official play area for the complex. All Residents and their guests are to play in this area.
  d. Alcoholic beverages, drugs of any type, abusive language and/or loud music are not permitted.
  e. Misusing and/or damaging games and/or equipment will result in the loss of the use of the facilities.
  f. Management does not provide supervision and is not responsible for damage or injuries sustained by persons using playground facilities.

- Fitness Programs / Recreational Facilities Rules: Only Residents, their families and guests accompanied by the Resident may use the fitness programs/recreational facilities, if any, provided by Management. These Fitness Programs/ Recreational Facilities Rules pertain to use of any and all fitness programs, including but not limited to exercise classes and aerobics, and pertain to use of any and all recreational facilities, including but not limited to clubhouse, swimming pools, play areas, tennis courts, basketball courts, racquetball courts, volleyball courts, fitness centers, whirlpools and saunas, of the apartment community.

Resident understands and acknowledges that the fitness programs/recreational facility may expose Resident to many inherent risks, including accidents, injury, illness, or even death. Resident agrees to abide by all rules and regulations as may be imposed by Management, at its sole discretion, from time to time regarding the use of any fitness programs or recreational facilities. It is agreed and understood by Resident that all fitness programs and recreational facilities for Resident's use are temporary and that they may be altered or removed at any time without notice and without consent of the Resident. Resident understands that Resident may be furnished with facility access keys or swipe cards and agrees not to provide such keys or swipe cards to any other person, including guests. Resident agrees to return all assigned keys and/or swipe cards upon move-out. Resident agrees to pay Management established charges for lost or unreturned keys and/or swipe cards.

Resident knowingly and freely assumes all responsibility for any risk of loss, property damage or personal injury that may be sustained by Resident. Resident acknowledges that Resident's use of any fitness programs or recreational facilities shall be at Resident's own election and that it is Resident's responsibility to investigate and determine the appropriateness of any physical fitness program that Resident might choose to pursue. Resident further acknowledges that this responsibility
includes the consultation of Resident’s personal physician and the pursuit of such other measures as may be available to Resident to ensure Resident’s physical well-being. Resident understands that it is not the function of Management or its agents or employees to advise Resident regarding Resident’s physical condition or Resident’s ability to successfully use any recreational facility or pursue any particular physical fitness program without injury.

Management has the right to terminate Resident’s use of the fitness programs and recreational facilities upon 24 hours notice in the event of a breach of the provisions of these Rules by Resident.

☐ Utilities: Resident agrees to keep utilities (gas, electric and water, if applicable) on at all times in their apartment. Should the utilities be disconnected due to nonpayment and are not restored within 48 hours of Management’s Notice to do so, the Lease Agreement may be terminated. Any attempt to illegally restore utility service(s) is grounds for Lease Termination. If utilities are disconnected due to non-payment three times in any twelve (12) month period, the Lease Agreement may be terminated by Management without further notice.

☐ Inclement Weather: Resident will be responsible for damages to the leased premises, as well as other portions of the building(s), if the pipes freeze and burst and damage is caused due to neglect on the part of the Resident.

☐ Live-In Aide: The Resident shall not permit any live-in aide to reside in the unit without prior written approval of Management. Management shall not approve a live-in aide for the Resident’s household unless:

- Management verifies that a member of the Resident’s household requires the services of a live-in aide in accordance with HUD standards.

- Management verifies that the person providing live-in aide services qualifies as a "live-in aide/attendant" in accordance with HUD standards (this includes, but is not limited to having the proposed live-in aide complete an application in order to complete background screening).

- The Resident provides Management with a copy of the "Live-In Aide Agreement" attached to this Lease, signed by both the Resident and the proposed live-in aide.

☐ Incapacitation: In the event that death of the Resident occurs, the housing assistance payment will continue until the earliest of (1) fourteen (14) days after the death of the Resident, or (2) the date the Resident’s unit is vacated. If the unit is not vacated within fourteen (14) days after the death of the resident, Resident’s heirs, executors, administrators, successors, and assigns shall be bound to pay the full contract rent for the unit for all the days until the units is vacated.

☐ Application: Resident’s application is a part of the Lease Agreement and these Rules and Regulations, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements contained in the application may void the Lease and these Rules and Regulations, at any time, at the option of Management. Furthermore, throughout Resident’s occupancy, the following terms of Management’s most recent Resident Selection Criteria shall be incorporated into the Lease Agreement and shall apply to Resident and Resident’s household: equal housing opportunity, present and past character history, number of occupants, additional adults added to lease after move-in, and Resident transfers.

☐ Antennae Satellite Dish: The Resident shall not erect or install any exterior aerial, satellite dish, antennae or related equipment unless the same be expressly permitted in writing by the separate Satellite Dish and Antennae Policy executed by Management or Management’s Agent and Resident.

☐ Enterprise Income Verification (EIV): This community has access to and uses the Enterprise Income Verification System on HUD’s security system website. Income Verification reports will be pulled at the time of the household’s Annual Recertification and any time an Interim or Initial Certification is completed. In addition, the new HIRE Report that is available
will be pulled at the end of every quarter. This information will be used to calculate income for the purposes of determining the Resident's portion of rent. In addition, this information will be used to determine that Resident has accurately reported all sources and amounts of income. This information will be available for the Resident to view and if the Resident does not agree with information reported, third party verification of income will be conducted. All information accessed through EIV is only available to persons that are authorized users of HUD’s security systems; this includes: Manager and other office staff, Property Supervisor, HUD representatives, Contract Administrator, Management Company Personnel responsible for file review, and the Office of the Inspector General. All persons who are authorized users have had training on the use and security of EIV. Should EIV reveal an amount or sources of income not previously disclosed by the Resident or other household member as required by the Lease, Management will recalculate the rent and the Resident will be responsible for any underpayment as a result. Should EIV or other sources reveal an amount or source of income not previously disclosed by the Resident or household members two times in a 24-month period, and this information is verified as correct, Resident’s Lease may be terminated.

□ Violence Against Women’s Act (VAWA): In accordance with the Violence Against Women Act, if a resident is a victim of domestic violence, dating violence, sexual assault, or stalking, this community will not terminate assistance, tenancy, or occupancy rights based on acts or threats of violence committed against the resident or an affiliated person when one of the documents listed below are provided to management. Also, criminal activity directly related to the domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the household or guest cannot be the reason for eviction or termination if they are the victim of the abuse and have provided proper documentation.

At move-in, the VAWA Lease Addendum is signed by all adult household members so that they are made aware of this act. A resident may certify they are a victim of domestic violence by providing any one of the following documents:

- The Certification of Domestic Violence, Dating Violence, Sexual assault, or Stalking (Form HUD 91066).
- A signed statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking.
- A federal, state, tribal, territorial, or local police record or court record.

Failure to provide any one of these documents in 14 business days may result in eviction. Management, on a case by case basis and due to mitigating circumstances, may extend the time period for submitting the documentation.

Management may split the lease to evict a resident who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the apartment. Federal, State, or local eviction procedures will be followed when removing the abuser from the household.

Information provided by the victim in accordance with the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: 1) consented to by the applicant in writing, 2) required for use in eviction proceedings, or 3) as required by law.

Similarly, criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the Applicant/Resident’s household, any guest, or other person under the Applicant/Resident’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal act.

There are times when VAWA protections do not apply: 1) If there is an actual and imminent (immediate) threat to other residents or employees at the property if the victim is not evicted, 2) If there are serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. Management will not hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than residents who are not victims.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

Management allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request and emergency transfer from the resident’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of Management to honor such request for residents currently receiving assistance, however, may depend upon a preliminary determination that the resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Management has another dwelling unit that is available to offer the resident for temporary or more permanent occupancy.

The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

☐ Bullying: Management will not tolerate bullying of any Resident, staff, guest or vendor. Bullying or harassment, like other forms of aggressive and violent behaviors, interferes with the right to a peaceful and enjoyable living environment for our Residents. All staff, residents, guests, and vendors are expected to abide by these community rules and to demonstrate behavior that is respectful and considerate. “Bullying” is conduct that meets any of the following criteria:
  a. Physical – for example, hitting, kicking or theft.
  b. Verbal/written – for example, name calling, racist remarks, threats, text messages, social media or letters.
  c. Indirect – for example, spreading rumors.

If you feel that you are being bullied or see others being bullied, please notify management immediately. We will monitor and investigate incidents of bullying and take the appropriate action. Bullying and harassment also include forms of retaliation against individuals who report or cooperate in an investigation under this policy. Any acts of bullying will be considered material non-compliance with these community rules and the Resident is subject to Lease termination.

☐ Resident Transfer Waiting List: When a unit becomes available, in-place residents requiring a different apartment will be housed appropriately before we move in an applicant on the Waiting List. This allows Management to treat current residents having the greatest housing need prior to applicants on the Waiting List. In this manner, we are able to avoid displacing, through any action, current residents whose housing needs have changed since admission. If a resident on the in-house Transfer Waiting List is offered an apartment and refuses the offered apartment (first offer), the resident may remain on the Transfer Waiting List at the original spot. In the event of a second refusal of an offered apartment, the resident will be removed from the Transfer Waiting List. The resident may request a transfer in the future. When the transfer is at the request of the family, it will not be approved unless the family is in good standing the Lease and Community Rules and Regulations. This means the family must be in compliance with their lease, current on all payments, and must pass a housekeeping inspection. Resident transfer for deeper subsidy is not permitted at this time.

☐ Bed Bugs: Resident must promptly notify Management of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property; of an recurring or unexplained bites, stings, irritations, or sores on the skin or body which you believe is caused by bed bugs, or by an condition or pest you believe is in the dwelling; or if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or any confirmation of bed bug presence by a licensed pest control professional or other authoritative source. Management has the right to conduct periodic apartment inspections to aid in early detection and prevention of bed bug infestations. Management may also require appropriate inspection and/or treatment of furniture prior to any such furniture being moved into the apartment. Should an infestation of bed bugs be identified in the community, all Residents affected will be required to comply with any measures that a professional exterminator and Management deem necessary to completely eradicate the problem. Some measures include, but are not limited to: plastic mattress and box spring covers that completely enclose the bedding; washing bed linens each day for a week; moving furniture from walls for a week; going through all clothing in drawers and closets; washing everything to remove bed bugs; and disposing of infested items. Management has the right to select the licensed pest control professional to treat the apartment and building. Management can select the method of treating the apartment, building, and common areas for bed bugs. Management can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the know infestation. Resident agrees not to treat the apartment for a bed bug infestation on your own. Management reserves the right to charge the cost of treatment and
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

cleaning of infested areas to the Resident in accordance with the Lease provision for tenant payment of damages or non-compliance if a licensed exterminator determines that the infestation is caused by the Resident, Resident’s guest(s) or service providers hired by the Resident. This includes damage to other units and common areas. A notice will be provided if an infestation is discovered with precise instruction on specific steps that must be taken to assist Management in ridding the building of the problem. Failure to abide by the notice provided and take all of the steps specified will be considered material non-compliance with these community rules and the Resident is subject to Lease termination. Residents are discouraged from bringing used furniture into the unit; however, if a Resident chooses to bring used furniture in, the Resident must be aware of the risk of bed bug infestation.

☐ Covenants: If there is more than one Resident, the covenants of Residency shall be the joint obligations of each Resident.

☐ Waiver: Failure of Management to enforce any term or condition of the Lease or these Rules and Regulations, or any of its rights or remedies here from, shall not constitute a waiver of any of Resident’s duties or obligations hereunder.

☐ Accessible Apartments: In accordance with the Rehabilitation Act of 1973 Section 504, Paragraph 8.27, Resident acknowledges that should said Resident be residing in an accessible apartment although no one in the household qualifies for an apartment with accessible features, that when a household with person(s) with disabilities becomes eligible for occupancy, Resident will be required to transfer to the first available apartment of appropriate size and the household with person(s) with disabilities will be housed in the accessible apartment.

In accordance with the Rehabilitation Act of 1973 Section 504, Paragraph 8.27, Resident acknowledges that should said Resident request an apartment with accessible features and the household member that requires such features moves out of the apartment, remaining household members would be required to move if the apartment is needed by other person(s) with disabilities needing the accessible features.

☐ Severability: Any provision of the Lease, or these Rules and Regulations, or any portion thereof that shall be determined by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision or part hereof, it being intended that these agreements are severable and except for such objectionable provision or portions of provisions, these agreements shall remain in full force and effect in accordance with their terms.

☐ Subordination: Resident’s rights under the Lease Agreement and these Rules and Regulations shall at all times be junior and subject to any Mortgage to secure debt, as well as any applicable Regulatory Agreement.

☐ Miscellaneous: All provisions or terms of the Lease or these Rules and Regulations regarding Management’s non-liability and non-duty apply to Management’s employees, agents, and management companies.
COMMUNITY RULES AND REGULATIONS
FOR MULTIFAMILY/PBRA PROPERTIES

MANAGEMENT OPERATES IN ACCORDANCE WITH THE FAIR HOUSING LAW. MANAGEMENT DOES NOT DISCRIMINATE AGAINST ANY PERSON IN THE TERMS, CONDITIONS OR PRIVILEGES OF SALE OR RENTAL OF A DWELLING OR IN THE PROVISIONS OF SERVICES OR FACILITIES IN CONNECTION THERewith, BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

I (We) the undersigned, do understand the above conditions are a part of the Lease Agreement and also understand that any violation of the Community Rules and Regulations is a violation of the Lease Agreement, and agree to abide by these conditions as long as I (We) reside in the apartment.

______________________________  _________________
Resident

______________________________  _________________
Resident

______________________________  _________________
Resident

______________________________  _________________
Resident

Management:

By: ____________________________  _________________
Landlord/Management Representative

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HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

REQUEST FOR BOARD ACTION

APPROVAL OF RESIDENT SELECTION PLAN FOR MULTIFAMILY/PBRA PROPERTIES

February 20, 2020

INTRODUCTION

HABD seeks Board Approval to incorporate into its policies the attached HUD required Resident Selection Plan for Multifamily/PBRA properties. Freedom Manor has been recently renovated and converted from Public Housing to Project Based Rental Assistance (PBRA). PBRA RAD properties must comply with HUD Multifamily Housing program requirements, which requires a Resident Selection Plan.

PURPOSE/OBJECTIVE

The purpose of the recommended action is to comply with the HUD multifamily program requirements to establish a Resident Selection Plan that helps to ensure residents are selected for occupancy in accordance with HUD requirements and established management policies. This Resident Selection Plan can be used for all new multifamily and tax credit programs under the agency’s management.

DESCRIPTION/JUSTIFICATION

According to HUD/PBRA occupancy guidance, owners/agents are required to have a written resident selection policy and make it publicly available. The Resident Selection Plan provides a comprehensive explanation of the applicant’s eligibility, screening and selection process.

POLICY/IMPACT

This action is consistent with the Authority’s goals of making available affordable housing for low to moderate income families.

ECONOMIC IMPACT/FUNDING SOURCE

None.
ATTACHMENTS

Proposed Resident Selection Plan for Multifamily/PBRA properties.

ALTERNATIVES

No alternatives were considered.

RECOMMENDATIONS

The President/CEO recommends adopting the Resident Selection Plan for Multifamily/PBRA properties as requested.

CERTIFICATION

The requested action conforms to legal, policy and regulatory requirements.

VALERIE HOLMES
LIHTC Compliance Manager

CAROLYN AVINGTON
VP of Finance/CFO

MICHAEL O. LUNDY
President/CEO
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

RESOLUTION NO. 2020-12483

Resolution Approving Resident Selection Plan for Multifamily/PBRA properties.

RESOLVED by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to approve the Resident Selection Plan for Multifamily/PBRA properties.

Adopted this 20th day of February, 2020.

Attest:

______________________________
Chairperson

______________________________
Michael O. Lundy, Secretary

(Seal)
RESIDENT SELECTION PLAN
FOR MULTIFAMILY/PBRA PROPERTIES

The purpose of the Resident Selection Plan is to establish fair and equitable guidelines for selecting applicants to occupy housing units at (Property Name) in accordance with the requirements of Housing Authority of the Birmingham District (HABD) and HUD regulations. (Property Name) is owned and managed by the Housing Authority of the Birmingham District (HABD).

MARKETING

HABD shall use affirmative marketing practices in accordance with the HUD approved Affirmative Fair Housing Marketing Plan (AFHMP) to conduct outreach for the community. The AFHMP will be reviewed every 5 years and updated as needed to ensure compliance. HABD will review the demographics of the community and determine whether advertising efforts should be targeted to under-represented racial or ethnic groups in the project area. The AFHMP will be revised when a substantial change takes place or the local Consolidated Plan is updated. Revised AFHMPs will be submitted to HUD for approval. The HUD approved AFHMP will be posted in the leasing office at the community. HABD staff shall keep records of its activities in implementing the affirmative marketing plan, including records of advertisement and other community outreach efforts. Racial and ethnic characteristics of residents will be confidentially maintained at community office and will be updated annually for reporting purposes.

STATEMENT OF NON-DISCRIMINATION

It is the policy of this community to provide housing on an equal opportunity basis. We do not discriminate on the basis of Race, Religion, Color, Sex, Familial Status, National Origin or Disability or any other protect class in accordance with federal, state and local laws including Sexual Orientation, Gender Identity or Marital Status. It is the policy of the (Property Name) to fully comply with all Federal, State and local nondiscrimination laws; Section 504 of the Rehabilitation Act of 1973; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

REASONABLE ACCOMMODATIONS

HABD will apply the same screening criteria to all applicants. However, HABD is obligated to offer qualified applicants with disabilities additional consideration in the application of rules and practices, or services and structural alterations, if it will enable an otherwise eligible applicant or resident with a disability an equal opportunity to access and enjoy the housing program. HABD is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will cause a financial burden to the building or if it requires HABD to alter or change a basic component of the housing program. After receiving third-party verification from a healthcare professional identified by the applicant that the applicant is disabled and requires the type of accommodation requested, HABD will make all efforts to supply the accommodation. If HABD finds that the accommodation requested is not reasonable, HABD will make all efforts to find an accommodation that is both effective and reasonable. Reasonable accommodation for persons with disabilities will be provided at all stages of the application, interview, selection and residency process. Reasonable accommodation includes adjustments to rules, policies, practices and procedures. Questions or requests for assistance regarding any aspect of the application process may be directed to the Property Manager. HABD will take affirmative steps to communicate with persons who need services or information in a language other than English. This may include interpreter services and/or written materials translated into other languages.

HABD will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). HABD may do this by employing bilingual staff, or by providing access to people who speak languages other than English, in order to assist persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English (LEP persons). In determining whether it is feasible to provide written translations of documents written in English, HABD will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who are LEP persons and the estimated cost to HABD per client. HABD will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group.
HABD will annually review and update the LEP plan to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

**SMOKE-FREE FACILITY**

(Property Name) is a smoke-free environment. The purpose of this rule is to protect the health and safety of our residents and property. It is a violation of the Community Rules for any resident, guest, visitor, contractor and/or staff to smoke, carry, inhale or exhale lighted cigarettes, pipes, cigars or any other tobacco product anywhere inside the building. The public designated areas are located outside the building at a distance of 25 feet from the facility. Violations of the smoke-free policy can result in eviction as a violation of the Community Rules (which Rules are incorporated by reference in the Lease). A violation of the Lease agreement allows for immediate termination of the Lease by the HABD.

**PRIVACY POLICY**

It is the policy of HABD to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the HABD. Neither the property HABD nor its staff shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure. Such consent may be provided in an equally effective manner, as a reasonable accommodation, when there is the presence of a disability. This Privacy Policy in no way limits the HABD’s ability to collect such information to determine eligibility, compute rent, or determine an applicant’s suitability for tenancy.

**PROGRAM TYPE/POPULATION SERVED**

(Property Name) is a Section 8 New Construction converted through the HUD Multifamily RAD/Project-Based Rental Assistance (PBRA) program. (Property Name) consist of 100 one-bedroom units with 5% accessible units and is designated for elderly families whose head, spouse, co-head or sole member is a person who is at least 62 years of age.

**INCOME ELIGIBILITY**

Income limits are determined and published by the U.S. Department of Housing and Urban Development (HUD). Admission will be limited to those families whose annual income does not exceed the applicable income limits. Currently the limit is set at very low income level, which is at or below 50% Area Median Income (AMI) for the Birmingham Market Rent Area. A copy of the income limits is posted in the leasing office and made available upon request.

**Income Targeting Requirements**

In order to achieve compliance with HUD’s income targeting requirements, we will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

HABD will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, HABD will implement the following procedures:

A. As stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, HABD will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, HABD will admit applicants in waiting list order.

B. If it is determined from examining the current waiting list that the income targeting level may not be achieved, HABD will make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days,
HABD will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

**OCCUPANCY STANDARDS**

In order to avoid overcrowding and make the best use of available space and subsidy, this property has designated unit size standards that are considered reasonable and in compliance with federal, state and local laws. HABD reserves the right to limit the number of individuals residing within a single apartment. Generally, the acceptable number of persons per apartment, depending on household composition, will be:

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<thead>
<tr>
<th>Bedroom Size</th>
<th>Minimum Persons</th>
<th>Maximum Person</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>2</td>
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**PROGRAM ELIGIBILITY REQUIREMENTS**

Citizenship Requirement: The applicant and all household members must meet HUD’s requirements regarding restrictions on assistance to non-citizens by providing a signed Declaration and copies of eligibility documents, as applicable. A list of acceptable documents can be provided to the applicant upon request. Households with one or more eligible members and one or more ineligible members qualify for pro-rated assistance provided that all required immigration documentation has been submitted in a timely manner. The following documentation must be provided for each family member regardless of age to determine citizenship status:

U.S. citizens:
- A signed declaration of citizenship
- U.S. birth certificate or U.S. passport

Noncitizens 62 years and older:
- A signed declaration of eligible noncitizen status
- Proof of age

Noncitizens under the age of 62 claiming eligible status:
- A signed declaration of eligible immigration status
- A signed consent form
- One of the DHS-approved documents listed on declaration form

Noncitizens not claiming eligible immigration status
- A signed statement that acknowledges ineligibility for assistance

Verification of citizenship will be verified through the Department of Homeland Security (DHS) using Multifamily Systematic Alien Verification for Entitlements (SAVE) system.

Social Security Number Requirement: The applicant provides social security numbers for all household members and proof of the numbers reported before they can be admitted. If all household members have not disclosed and/or provided verification of their Social Security Numbers at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant who has not provided required Social Security Number information for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose/verify the Social Security Numbers. During this 90-day period, the applicant may retain its place on the waiting list. After 90-days, if the applicant is unable to disclose/verify Social Security Numbers of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list. **Exemptions:** 1) Residents age 62 and older as of January 31, 2010 whose initial determination of eligibility was begun prior to January 31, 2010 or 2) Those individuals who do not contend eligible immigration status (individuals in a mixed family that are not claiming to be eligible under HUD’s noncitizen regulations).
Applicant households with a child under the age of 6 added to the household within the last six months, have 90 days from the date of move-in to provide a social security number for that child. An extension of an additional 90 days may be granted. Failure to provide a social security number after the 90-day extension may result in lease termination.

Sole Residence Requirement: The unit for which the household is applying will be the household’s only residence.

Prohibition Against Double Subsidies: At the time of admission, the applicant is not receiving assistance on another unit which will not be terminated at the time of admission.

Student Status Requirement: HABD must determine a student’s eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student. Assistance shall not be provided to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

To align with HUD guidance, HABD will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

Definition of an Independent Student: An individual who is:

- 24 years of age or older by December 31st of the award year
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older
- Emancipated minor
- Veteran of the U.S. Armed Forces or is currently on active duty
- Graduate or professional student
- Married
- Has legal dependents other than a spouse
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
  - Local education agency’s official homeless liaison
  - Director of a program funded under the Runaway and Homeless Youth Act
  - Director of a program funded under subtitle V of the IV of the McKinney-Vento Homeless Assistance Act (emergency shelter grants)
  - Financial aid administrator
Definition of a “Vulnerable Youth” is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court
- An emancipated minor or in legal guardianship
- Homeless or at risk of homelessness and is self-supporting

Consent and Verification Forms: Regardless of age, the Head-of-Household (HOH), the co-Head-of-Household (HOH) the spouse of the Head-of-Household (HOH) and all adult members of a household must sign HUD’s consent forms so that the HABD can verify eligibility. Consent and verification forms protect the rights and privacy of residents and applicants by allowing them to have control over any information collected about them. All adult members of an applicant or resident household must also sign individual verification forms authorizing the HABD to verify household income and applicable eligibility factors (e.g., disability status) and to allow for screening.

**APPLICANT SCREENING CRITERIA**

Meeting the program eligibility requirements above does not automatically qualify an applicant for residency. All adult applicants (and if appropriate minors) will be subject to certain screening based on criminal, credit, rental history and other criteria listed in this plan. If the screening process determines that the family meets HUD and HABD’s standards for admission, the family is found eligible.

1) Legal Age: The Head of household must have the capacity under state and local law to enter into a legally binding lease agreement, including being of legal age.

2) Screening for Drug Abuse and Other Criminal Activity.

   HUD has established standards that prohibit admission of:
   - Any household in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
   - Any household in which any member was engaged in the production of methamphetamine.
   - A household in which any member is currently engaged in illegal use of drugs or for which the HABD has reasonable cause to believe that a member’s illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. “Currently engaged in” is defined as any use of illegal drugs during the previous six months.
   - Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution or use of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].
   - Any household member who is subject to any state lifetime sex offender registration requirement
   - Any household member if there is reasonable cause to believe that member’s behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

   In addition to HUD requirements, HABD has established a policy to reject all applications engaged in criminal activity as described in the following Criminal Conviction Criteria.

**Criminal Conviction Criteria**

Upon receipt of the Rental Application, HABD will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a “Conviction” (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord’s agent. HABD will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, is currently engaged in illegal use of drugs or there is a reasonable cause to believe that a member’s illegal use or pattern of illegal use of a drug may cause an interference or if there is reasonable cause of behavior, from abuse or pattern of abuse of alcohol may cause interference, this may result in denial.
If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under this criteria, and desires to submit additional information to HABD along with the application so HABD can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, the applicant should do so. Otherwise, the applicant may request the review process after denial as set forth below, however, see "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

- Felonies involving: murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.
- Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.
- Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.
- Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord’s agent, where the date of disposition has occurred in the last 3 years.
- Conviction of any crime that requires lifetime registration as a sex offender will result in denial.

**Criminal Conviction Review Process**

HABD will engage in an individualized assessment of the applicant’s, or other proposed occupant’s Convictions if:

- Applicant has submitted supporting documentation prior to the public records search; or
- Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation.
- Supporting documentation MUST include:
  - A statement from the applicant; as well as one of the following:
    - Letter from parole or probation officer; or
    - Letter from caseworker, therapist, counselor; or
    - Certifications of various treatments/rehab programs;

**HABD will:**

- Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good resident history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. HABD may request additional information and may consider whether there have been multiple Convictions as part of this process.
- Notify applicant of the results of HABD’s review within a reasonable time after receipt of all required information.
- Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant’s written request (if made after denial) the unit was committed to another applicant.

The household will have five (5) business days to provide verification that the household member engaged in the above criminal activity has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the application for all household members. HABD
reserves the right to monitor household composition after move-in. If HABD discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with local landlord resident law requirements. Any assistance paid-in-error must be returned to HUD.

3) Screening for Credit History. HABD reviews each adult applicant’s credit history. HABD does not consider medical bills/expenses, credit score, or the lack of credit history when reviewing credit history. Credit history will be reviewed to determine the following:

- If there is any debt owed to a prior HABD, PHA or HUD;
- If there are any evictions that have not been reported;
- If there are any other housing related judgments against the applicant.
- If there is a history or pattern of not paying bills on time and consistently.

4) Screening for Rental History. HABD will review rental history with any Landlord indicated in the past two (3) years. HABD will also review information provided through automated databases including eviction databases. The application will be rejected for any of the following:

- The family has been evicted from federally assisted housing within the past 3 years;
- The family has a pattern of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences within the past two years which may adversely affect the health, safety or welfare of other residents.
- The family has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).

If the applicant fails to identify one or more residences where he/she lived in the last two (3) years, the applicant will be rejected and the household will be removed from the waiting list.

HABD will contact the prior Landlord or property owner and inquire about the following information:

- Adherence to the Lease & Community Policies
- Compliance with certification reporting requirements
- Rental Payment Performance
- Compliance with requirements to fully and accurately disclose income information in a timely manner
- Requirement to Return Assistance Paid in Error due to under-reporting income or un-reported income
- Unit Maintenance/Damage
- Record of Disturbing Neighbors
- Complaints

If information obtained is negative the applicant will be rejected. Negative responses include but are not limited to:

- A pattern of failure to comply with the lease
- A pattern of failure to comply with House Rules, Pet Rules or Assistance Animal Rules
- Failure to fully and accurately report income, new employment or changes in household composition in a timely manner (if required)
- Providing false information
- Attempting to receive or receiving HUD assistance in multiple units/homes
- Slow or no response to requests to recertify
- Poor rental payment history (average more than three (3) late payments per year, record of bounced checks, any outstanding balance)
- A pattern of poor unit maintenance or damage to the unit beyond normal wear-and-tear
- Complaints from neighbors regarding actions that directly affect the peace and quiet comfort of others living in the community
- Record of actions that interfered with or prevented the previous HABD from effectively managing the property.
- A pattern of outstanding balances owed by any household member to a prior Landlord.
- If the applicant has no rental history, the rental history screening will be considered “positive”.

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5) Screening for Ability to Establish Utility Service (if applicable to property). HABD will also screen applicant households for the ability to establish utility services in the name of at least one adult family member. All adult applicants will be required to sign the consent for Release of Information from the appropriate utility company. Applicant households which do not have any adult members able to establish service will be given 3 days to resolve the issue. If the household is unable to do so, the application will be rejected.

6) Bed Bug Infestation History. If an applicant makes HABD aware of bed bugs at the applicant’s current or previous building or residence or if HABD has reason to suspect that the applicant may have been exposed to a bed bug infestation, HABD may require the applicant’s furniture, clothing, and all household items to be professionally inspected and certified as bed bug free within seven (7) days prior to move-in. Additionally, prior to move-in, HABD reserves the right to inspect all items intended to be moved into the Community to verify that no bed bug infestation exists. Failure to comply with the above steps to prevent bed bugs from infesting the Community may be cause to reject the applicant.

7) Misrepresentation of Information: Applicant rejection will result if, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, applicant selection criteria qualifications, allowances or rent. This provision shall not be applied to minor mistakes that produce no benefit to the applicant.

THE APPLICATION PROCESS

It is HABD’s policy to accept and process applications in accordance with HUD, fair housing and any other applicable agency guidance. We will make a reasonable accommodation to assist in the application process if the applicant or any member of the applicant household is disabled.

Accepting Applications:

- HABD will utilize a formal application to assist in determining the applicant’s eligibility to the program. All information on the application will be verified prior to admission to the Community.
- Application forms will be distributed and accepted In Person, Mail (as a reasonable accommodation), or HABD’s website (download).
- The applicant must complete a full application and as instructed.
- All documents in the application package must be completed in full, signed and dated.
- Any applicant who fails to complete his or her application and packet forms in its entirety will result in the disqualification of the application. The application will not be processed.

Upon receipt of the completed application, HABD will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility. HABD will review the application to ensure there are no obvious factors that would make the applicant ineligible. Then approved applications will be added to the waiting list until their name reaches the top for final eligibility determination (i.e., screening and verification).

WAITING LIST MANAGEMENT

To ensure applicants are appropriately and fairly selected for the next available unit, it is essential for HABD to maintain a waiting list. HABD will place the applicant on the waiting list after preliminary eligibility determination is complete. Applications will be placed on the waiting list in chronological order of date and time received.

Please note: Applicants who are placed on the Waiting List apparently met the preliminary eligible requirement at the time of application; however, other eligibility factors such as screening and verification of income and assets are only conducted at the time the applicant is called in for an interview and prior to move-in. Therefore, being placed on the waiting list does not guarantee that an applicant will be deemed qualified for an apartment, as that determination can only be made after all screening and verification has been completed.

Invitation to Interview. When the applicant family reaches the top of the waiting list, they will receive an invitation by phone call and/or mail to come for a final eligibility, screening review and verification. If the family does not attend the scheduled appointment or does not respond to the invitation in the time allotted, a notice will be sent to the family and their name will be withdrawn from the waiting list. If the family responds within seven (5) working days of the notice and requests to be
rescheduled, they will be placed back on the waiting list with their same date and time. If the family misses their second scheduled appointment, they are no longer eligible to be placed back on the waiting list. The family will be required to submit a new application and start the process from the beginning. If the letter is unable to be delivered by the United States Postal Service, the application will be rejected and the household will be removed from the waiting list.

Update the Waiting List. Annually, HABD will send a letter to applicants on the waiting list requesting (1) update information, (2) asking if they wish to remain on the waiting list and (3) stating that if the letter is not responded to within fourteen (14) days, their name will be removed from the Waiting List without further notice. NO PHONE CALLS.

Opening and Closing the Waiting List. When the number of names/families on the Waiting List for any particular size exceeds the annual apartment turn over for that size unit, the Waiting List may be closed. HABD will advise potential applicants of the closure of the Waiting List and refusal to take additional applications. A notice will be prominently posted in the HABD/rental office or reception area and in a local newspaper, stating the reason the Waiting List is closed and the effective date of the closure.

When the Waiting list is to be reopened, notice of this will be placed on the agency website, local publication, as well as notifications sent to appropriate social service agencies stating when the Waiting List will be re-opened, as well as times and days that applications will be taken. This is done in accordance with the Affirmative Fair Housing Marketing Plan (HUD Form 935.2a).

Eligibility While on the Waiting List. Only eligible applications are allowed to remain on the Waiting List. If in the unfortunate event, the applying household head, co-head or spouse passes away during the time while waiting on the list, the remaining applying household member(s), if any, must meet the requirements of the program/property type to remain on the Waiting List. If the remaining member(s) is not eligible, the application will be removed from the Waiting List and not processed.

Refusal of an Offered Apartment: If an applicant on the Waiting List is offered an apartment and refuses the offered apartment (first offer), the applicant may remain on the waiting list at the original spot. In the event of a second refusal of an offered apartment, the application will be rejected and the applicant's name removed from the Waiting List. The applicant may reapply in the future.

Resident Transfer Waiting List: When a unit becomes available, in-place residents requiring a different apartment will be housed appropriately before we move in an applicant on the Waiting List. This allows HABD to treat current residents having the greatest housing need prior to applicants on the Waiting List. In this manner, we are able to avoid displacing, through any action, current residents whose housing needs have changed since admission. If a resident on the in-house Transfer Waiting List is offered an apartment and refuses the offered apartment (first offer), the resident may remain on the Transfer Waiting List at the original spot. In the event of a second refusal of an offered apartment, the resident will be removed from the Transfer Waiting List. The resident may request a transfer in the future. When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Lease and Community Rules and Regulations. This means the family must be in compliance with their lease, current on all payments, and must pass a housekeeping inspection. Resident transfer for deeper subsidy is not permitted at this time.

Removal of Name from the Waiting List: Applicant names will be removed from the Waiting List for any of the following reasons:

- The applicant no longer meets the eligibility requirements for the unit, property, or program;
- The applicant fails to contact HABD to indicate their interest in retaining his /her placement on the Waiting List;
- The applicant fails to respond to a written notice within the required time frame;
- The applicant does not comply to the verification process in a timely manner;
- The applicant does not provide the required documentation in a timely manner;
- The applicant fails to sign any and all documents in a timely way, up to and including the lease;
- The applicant is offered an apartment and rejected two units;
- Mail sent to the applicant’s address is returned as undeliverable, unclaimed or not forwarded;
- The apartment that is needed - using family size as the basis - changes, and no appropriate size unit exists in the property;
- The applicant requests removal from the Waiting List;

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The applicant cancels their interest and decides not to proceed with the processing of the application.
Another reason found in the Screening Criteria section.

Waiting List Priority: Residents Selection will be made according to the type of unit to be filled and residents will be selected in the following order: 1) Emergency transfers resulting from a VAWA transfer request (see VAWA Emergency Transfer Plan below). 2) Approved transfers resulting from a reasonable accommodation request (see reasonable accommodations below). 3) Date and time order of application to the waiting list; with oldest dated application being the first notified.

Reinstateing an Applicant to the Waiting List: If HABD determines that an error was made in removing an applicant from the Waiting List, the applicant will be reinstated at their original spot on the Waiting List. Such errors may include: the applicant did not respond to information of updates because of a disability, or the applicant’s initial rejection was overturned during the informal hearing process.

REJECTION PROCEDURES:

HABD reserves the right to reject applicants for admission based on any of the following:

- No unit of the appropriate size exists on the property
- The household fails to meet the HUD indicated eligibility requirements for the assistance program/property
- Any non-exempt member of the household fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN)
- Any member of the household fails to meet the applicant screening requirements
- Any member of the household fails to sign appropriate verification documents
- Misrepresentation
- Fraud
- Any member of the household fails to respond to HABD inquiries for additional information during the application process
- HABD is unable to contact the applicant via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed)
- Any member of the household has a record of eviction, for lease violations, from any property managed by the owner or HABD agent
- Any member of the household has a pattern of eviction, for lease violations, from any property within the last two years
- There is a pattern of outstanding or overdue payments to a previous landlord
- There is record of outstanding or overdue payments to HUD
- The household is unable to establish utilities in the new unit (if applicable)
- The household is unable to pay the security deposit required
- The household is unable to take possession of the unit within the timeframes outlined in this plan

Rejection of Application: When HABD rejects an applicant, the applicant will be notified of this decision in writing. This written statement, which will be sent in a timely fashion, will include the reason(s) for the rejection, and will state that the applicant has the opportunity to request a meeting with HABD representatives to discuss the rejection. The applicant will be further instructed to request the meeting within fourteen (14) days of the date of the rejection letter. Such requests are to be submitted to the HABD office. HABD will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. If there is no appeal request within fourteen (14) days, the rejection will be considered final. Reasons to appeal include:

- The applicant believes the decision has been made in error
- The applicant believes there are extenuating circumstances that should be considered
- The applicant or a member of the applicant’s household is a victim of abuse covered by the Violence Against Women Act and the applicant feels the applicant’s status as a victim contributes to the decision to deny
- The applicant or a member of the applicant’s household is a person with a disability, and the applicant believes a reasonable accommodation would allow HABD to continue processing the application
- The applicant’s household was rejected because the application includes someone who is a registered sex offender and the applicant wishes to remove that household member
Any staff person engaged in the initial review will not be involved in the appeal. HABD’s designated hearing officer will conduct the informal review. Applicants may bring a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to:

- Assist in facilitating your request for appeal
- To assist in your participation during the appeal meeting

The hearing officer will provide written notification of a final decision within ten (10) business days of the review.

**VIOLENCE AGAINST WOMEN ACT (VAWA)**

In accordance with the Violence Against Women Act, this community will not deny housing or assistance to an applicant, who otherwise qualifies, because of the applicant’s status as a victim of domestic violence, dating violence, sexual assault, or stalking.

An applicant may certify they are a victim of domestic violence by providing any one of the following documents:

- The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD 91066)
- A signed statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking.
- A federal, state, tribal, territorial, or local police record or court record.

Failure to provide any of these documents within 14 business days of HABD’s request could have an impact implementing VAWA protections. HABD, on a case by case basis and due to mitigating circumstances, may extend the time period for submitting the documentation. Information provided by the victim in accordance with the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: 1) consented to by the applicant in writing, 2) required for use in eviction proceedings, or 3) as required by law.

Similarly, criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the applicant/resident’s household, any guest, or other person under the applicant/resident’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

**VAWA EMERGENCY TRANSFER PLAN:**

Eligibility for Emergency Transfers A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation: To request an emergency transfer, the resident shall notify HABD and submit a written request for a transfer. HABD will provide reasonable accommodations to this policy for individuals with disabilities. The resident’s written request for an emergency transfer should include either: 1) A statement expressing that the resident reasonably believes that there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under HABDs program; OR 2) A statement that the resident was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the resident’s request for an emergency transfer.

Confidentiality: HABD will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives HABD written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or
hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. See the Notice of Occupancy Rights under the Violence Against Women Act for All Residents for more information about HABD’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability: HABD cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HABD will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred. HABD may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit. If HABD has no safe and available units for which a resident who needs an emergency is eligible, HABD will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident’s request, HABD will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

ACCESSIBLE UNITS
(Property Name) has 5 handicapped accessible units. If a vacant unit is handicapped accessible, it will first be offered to a resident who has an approved reasonable accommodation for the need for an accessible unit. If there are no current residents with an approved reasonable accommodation for an accessible unit; the unit will then be offered to applicants on the waiting list who indicated and can verify a need for an accessible unit; with applicants being considered in date and time order of their waiting list date; with the oldest date being considered first. If there are no current applicants who indicated and then were able to verify the need for the features of the accessible unit; the unit will be offered to an applicant not having a need requiring the accessibility features of the vacant unit. However, the resident agrees to transfer to a comparable non-accessible unit within the building should a resident or applicant require an accessible unit. HABD may require that the applicant move to a more appropriate unit. Failure to transfer as agreed shall be deemed non-compliance with the Lease and be cause for termination of the Lease.

UNIT TRANSFER POLICY

HABD will transfer families through a site-based process. Transfers will be based on meeting the needs of the resident for quality living conditions as described herein and for meeting the needs for effectively managing HABD properties. Transfers may be requested by the resident and made, subject to HABD site-based plan approvals or initiated by HABD, consistent with this policy. The objectives of this transfer policy provision include full utilization of available housing resources; facilitating relocation of families for modernization or other housing purposes; or eliminating vacancy and other expense losses through appropriate HABD of housing resources.

Each site will maintain a transfer list that includes residents who have been approved for transfer but have not moved. The list will be maintained on a priority basis as defined by this policy. Residents may be transferred within the property, subject to occupancy requirements, with approval of the site Property Manager. Residents may be transferred from one HABD site to another subject to the approval of both the transferring site manager and the receiving site manager. Current family residents have priority for housing, over applicants on a waiting list at either site, for transfers based on medical, reasonable accommodation or other lawful requirements. Transmittal of an application for housing from one site to another is not a transfer. A resident must be in good standing with HABD to be eligible for a transfer. This means the family must be in compliance with their lease, current on all payments to HABD, and must pass a housekeeping inspection. Residents must not be under a pending termination or other adverse action related to things including, but not limited to, poor upkeep of unit or grounds, non-payment of rent or other charges, or chronic late rent.

This policy is not intended to create a property right or interest in any HABD property. It does not give the right to a choice of any particular housing unit or type of housing unit.
Types of Transfers

1. HABD initiated: The HABD may, at its discretion, transfer residents within a site or from one site to another, because of an uninhabitable unit, major repairs, or other actions initiated by HABD. For these types of transfers, the HABD will cover the cost of the transfer pursuant to costs allowed by HUD;

2. Transfers for Reasons of Health: Residents may be transferred when there is a documented medical or physical need for such transfers, such as inability to negotiate stairs or steps. The resident will be required to provide a statement from a medical doctor or other legally recognized health care provider certifying the need for a specified transfer accommodation. This procession also includes transfers consistent with the requirements of VAWA. In accordance with the Violence Against Women Act (VAWA) and associated regulations, residents who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit.

The Property Manager for the site on which the resident lives, will assess available housing within the resident’s current neighborhood to make the transfer. If the appropriate size and type of unit is not available on the site, the Property Manager will initiate transfer to another site that has available housing to meet the need. The resident must pay for moving expenses, unless the transfer is necessitated as a result of a reported elevated blood lead level at a site where lead is known to be present. In instances of reported elevated blood lead levels, the HABD will cover the cost of the transfer from a site with known presence of lead, pursuant to cost allowed by HUD;

3. Transfers for Over/Under housed Families to the Appropriate Unit – The HABD may transfer residents to the appropriate sized unit. Residents are obligated to accept such transfers. Transfers will be made as follows:
   a) Determination of the correct sized apartment shall be in accordance with the HABD’s occupancy guidelines, as outlined in this policy;
   b) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size unit is not available on the site; and
   c) The resident must pay for their moving expenses.

4. Convenience Transfers: The President/CEO or designee may permit a transfer to another housing community or public housing facility for the convenience of the resident. The cost of the transfer shall be borne by the resident. Transfers for convenience will not take priority over the site based waiting lists. Prior to the transfer, the Property Manager will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. The Property Manager will perform a final inspection with the resident on the unit that the resident transferred from after the keys are turned in; a final determination will be made by the Property Manager as to additional charges that may be due to the HABD. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due to the HABD, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from the HABD; and

Request for transfers for convenience must be made, in writing, to HABD at the resident’s Property HABD office stating the reason for the requested transfer. HABD will issue a decision within thirty (30) days of receipt of the request, and if approved, provide the resident with a list of the charges that will be the resident’s responsibility to pay prior to the transfer.

Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HABD due to modernization work and/or other good cause as determined by the HABD. Priority transfers are listed below:

1. HABD initiated transfers;
2. Transfers for health reasons;
3. Residents who are under over/under housed;
4. Convenience transfers.
Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Property Manager. The HABD reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

- **Transfer Procedures**
  
  The Property Manager for each site will:

  1. Prepare a prioritized transfer list, as needed, at re-examination;
  2. Notify residents by letter of their pending transfer;
  3. Participate in evaluation of the request for transfer;
  4. Issue final offer of vacant apartment as soon as a vacant apartment is identified. Coordinate transfers with other site managers, as appropriate;
  5. Issue notice to transfer as soon as a vacant apartment is available for occupancy;
  6. Participate in planning and implementation of special transfer systems for modernization and other similar programs; and
  7. Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

**PET POLICY**

A resident may own a pet subject to HABD’s approval and subject to the following conditions:

- Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- If the pet is a dog or cat, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of the Pet Policy Addendum.
- All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Residents lawns. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
- All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object is not considered to be under the control of an adult. Pets, unleashed or leashed, and unattended on HABD property may be impounded and taken to the local Humane Society or other animal control facility. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. If a member of the HABD Staff takes a pet to the Humane Society or animal control facility, the resident will be charged $50.00 to cover the expense of transporting the pet(s).
- Pets may not be left unattended for more than twenty-four consecutive hours. If it is reported to HABD staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HABD staff may enter the unit and remove the pet and transport the pet to the Humane Society or other animal control facility at the resident’s expense. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the HABD will work with the resident to allow the resident to make accommodations for the pet.

**Responsible Pet Ownership.** Each pet must be maintained responsibly and in accordance with the pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health animal control, and animal anti-
cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit.

Prohibited Animals: Animals or breeds of animals that are considered by the HABD to be vicious or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pinscher, pit bulldog or any animal that displays vicious behavior. This determination will be made by a HABD representative prior to the execution of the Pet Policy Addendum.

Service Animals: Pursuant to The Americans with Disabilities Act, as defined, service animals are any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid, similar to the use of a cane, crutches or wheelchair. For this reason, HABD shall permit the use of a service animal by an individual with a disability or by an individual who is elderly. A seeing eye dog, although not considered a pet, will be vaccinated in compliance with the Jefferson County Animal Control Ordinance.

Companion Animals: Pursuant to the Fair Housing Amendment Act of 1988, companion animals are considered to be a type of service animal. As a matter of reasonable accommodations, due to a resident’s physical or mental disability, HABD recognizes the health benefits and the need for a live-in companion animal. Therefore, HABD allows for a live-in companion animal upon the resident’s request.

A resident’s request for a companion animal must be accompanied by proper verification from a medical/psychological professional, that the companion animal provides significant therapeutic benefits in items of their illness and decrease the need for medication.

HABD does not discriminate against any person from admission or continued occupancy of such housing because of ownership of a companion animal. This is also applicable to ownership or possession of a service animal.

Pet Disturbances: Pet(s) will not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, disturb, interfere or diminish, include but are not limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore disturbs any person at any time of the day or night. The Property Manager will terminate the authorization if a pet disturbs other residents as provided in the Pet Policy Addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

Service Animal/Companion Animal Disturbances: It is very important to note that the statute provides that the HABD is explicitly permitted to require the removal of any animal considered a nuisance or a threat to other persons in the community. It is of the utmost importance that residents with companion animals take all reasonable steps to keep their companion’s content in their homes. Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the HABD to require the companion animal to be removed from the unit.

Destructive Pet(s): If the animal is destructive, creates a nuisance, represent a threat to the safety and security of other persons, or creates a problem in the areas of cleanliness and sanitation, the Property Manager will notify the resident, in writing, that the animal must be removed from the housing community, within 10 days of the notice from the HABD. The resident may request a hearing, which will be handled according to the HABD established grievance procedures. The pet may remain with the resident during the hearing process unless the HABD has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HABD, the pet must be immediately removed from the unit and the community upon receipt of the notice from the HABD.

Pet Waste: The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the housing community. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HABD staff is required to clean up any waste left by a pet, the resident will be charged $25.00 for the removal of the waste.

Pet(s) Restrained: The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be charged $25.00. If the same situation again occurs, the pet shall be removed.
from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HABD staff and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HABD staff takes a pet(s) to the Humane Society the resident will be charged an additional $50.00 to cover the expense of taking the pet(s) to the Humane Society. The HABD shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the HABD.

**Breeding:** Pets may not be bred or used for any commercial purposes.

**Schedule of initial deposits:**

A deposit and annual fee are required for each pet.

<table>
<thead>
<tr>
<th>Pet Type</th>
<th>Deposit</th>
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</thead>
<tbody>
<tr>
<td>Dog</td>
<td>$250.00</td>
</tr>
<tr>
<td>Cat</td>
<td>$150.00</td>
</tr>
<tr>
<td>Fish Aquarium</td>
<td>$100.00</td>
</tr>
<tr>
<td>Caged Pets</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

The above schedule is applicable for each pet. If a resident has more than one pet the applicable deposit and annual fee are required for each pet. The entire annual fee and deposit must be paid prior to the execution of the Pet Policy Addendum. The annual fee shall be paid at the time of re-examination each year and all proof of inoculations and other requirements shall be made available to the HABD at such time. The annual fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or resident. Any balance, from the deposit will be refunded to the resident. There shall be no refund of the annual fee.

It is a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of the Pet Policy Addendum. The resident will be entitled to a grievance hearing in accordance with the provisions of the Pet Policy Addendum or Grievance procedure as applicable.

**SERVICE/COMPANION ANIMALS FEES AND DEPOSITS:** Pet deposits or fees do not apply to service or companion animals.

**IDENTITY VERIFICATION**

To verify the identity of each applicant and all adult household members, a photo ID will be required and proof of self-identification may be provided in any of the following forms:

- A valid, state issued unexpired driver’s license.
- A valid, state issued unexpired non-driver identification card.
- Valid photo voter ID card or other valid ID card issued by any state or the federal government, as long as it contains a photo.
- Valid U.S. passport.
- Valid government employee ID card with a photo.
- Valid U.S. military ID card containing a photo.
- Valid tribal ID card containing a photo.
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT
Board of Commissioners' Meeting
Agenda Item
Control Document

Date: February 20, 2020

HABD Staff Representative: Dontrelle Young Foster, Vice President of Special Projects and Support Services

Department: Support Services

Board of Commissioners' Meeting (Date): Thursday, February 20, 2020

Board Agenda Item(s):

1. Approval of Award for Roofing, Siding and Gutter Replacement at Replacement at Roosevelt City Housing Community
2. Approval of Award for HVAC Condenser Unit Relocation at Elyton Village Housing Community
3. Approval of Contract for On-Call HVAC Services

Date/Time/Place of Board of Commissioners' Committee Meeting: Thursday, February 13, 2020 at 12:00 p.m.

Approved by: ____________________________
Michael O. Lundy
President/CEO/Contracting Officer

Board Agenda Topic (Narrative): ____________________________

Extract from Minutes of Committee Meeting:
Specimen copy of the HABD Attorney's opinion relative to the form, content and legality of the proposed agenda item(s), if applicable (attached). Yes / No (circle one)

Department's Committee's Certification:
We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HABD Board Committee Member: Commissioner Davis Date: 02/13/2020

HABD Board Committee Member: Commissioner Hood Date 02/13/2020

HABD Staff Member: Dontrelle Young Foster Date 02/13/2020
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

REQUEST FOR BOARD ACTION

APPROVAL OF AWARD OF CONTRACT FOR ROOFING, SIDING AND GUTTER SYSTEM REPLACEMENT AT THE ROOSEVELT CITY HOUSING COMMUNITY RESIDENTIAL BUILDINGS AND MANAGEMENT OFFICE

February 20, 2020

INTRODUCTION

Bids were requested from qualified contractors to provide the Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office.

PURPOSE/OBJECTIVE

The objective of this request is to obtain approval to proceed to contract with the recommended Contractor.

DESCRIPTION/JUSTIFICATION

An IFB was published to secure a General Contractor to provide requested services. The IFB was sent to seventy-three (73) vendors and six (6) business organizations, advertised in the Birmingham News, The Birmingham Times, Central Office Lobby for eighty-nine (89) consecutive days and posted on the HABD website.

Two (2) Contractors submitted a response to the IFB, the following bids were evaluated;

Crimson Contractors, Inc $1,975,000.00
Goudy Construction, Inc. $2,594,039.00

Crimson Contractors, Inc. submitted the lowest responsive, responsible bid in the amount of one million nine hundred seventy-five thousand 00/100 dollars ($1,975,000.00) to provide the Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Building and Management Office. Therefore, Management recommends that the contract be awarded to Crimson Contractors, Inc.

POLICY IMPACT

None

ECONOMIC IMPACT/FUNDING SOURCE

The contract will be a fixed price contract for $1,975,000.00. The source of funding for this project is Capital Funds.
ATTACHMENTS

Bid tabulation
Copy of submitted bids,
List of firms that were mailed a copy of the IFB.
Copy of IFB

ALTERNATIVE

None

RECOMMENDATION

The President/CEO recommends that the Board approve this request.

CERTIFICATION

The requested action conforms with applicable legal, policy and regulatory requirements.

CARL M. EDWARDS
Director of Procurement

DONTRELLE YOUNG-FOSTER
VP of Special Projects and Support Services

MICHAEL O. LUNDY
President/CEO
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

RESOLUTION NO. 2020-12479

Resolution Approving Contract for the Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office:

RESOLVED by the Commissioners of the Housing Authority of the Birmingham District that the President/CEO is hereby authorized to execute a contract in the amount of one million nine hundred seventy-five thousand 00/100 dollars ($1,975,000.00) with Crimson Contractors, Inc. to provide the requested services.

Adopted this 20th day of February 2020.

Attest:

_____________________________  ________________________________
Chairperson                                      Michael O. Lundy, Secretary
TABULATION FOR IFB NO. 20-06
Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Building and Management Office

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<thead>
<tr>
<th>Date:</th>
<th>January 28, 2020</th>
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<tr>
<td><strong>Base Bid Amount</strong></td>
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<tr>
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<tr>
<td><strong>Total Bid Amount</strong></td>
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<td>$2,594,039.00</td>
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<td><strong>Price Sheet</strong></td>
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<td><strong>General Contractors License No.</strong></td>
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<tr>
<td><strong>Bid Bond</strong></td>
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<tr>
<td><strong>Bidder's Certification</strong></td>
<td>Yes</td>
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<tr>
<td><strong>HUD 5369-A</strong></td>
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<td>Yes</td>
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<tr>
<td><strong>Section 3 Clause</strong></td>
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<tr>
<td><strong>Section 3 Business Concern Self-Certification</strong></td>
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<td><strong>Section 3 Assurance of Compliance and Action Plan</strong></td>
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<td>Yes</td>
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<td><strong>HUD 92010 Equal Employment Opportunity Certification</strong></td>
<td>Yes</td>
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<tr>
<td><strong>HUD 50070 Certification of a Drug-Free Work Place</strong></td>
<td>Yes</td>
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<tr>
<td><strong>E-Verify Form</strong></td>
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<td><strong>Non-Collusive Affidavit</strong></td>
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<td><strong>HUD 50071 Certification of Payments</strong></td>
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<td><strong>Certificate of Non Discrimination</strong></td>
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<td><strong>HUD 2992 Certification Regarding Debarment and Suspension</strong></td>
<td>Yes</td>
<td>Yes</td>
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</tbody>
</table>

1) 1808 14th Avenue Tuscaloosa, AL 35401
2) 4740 Powell Avenue Birmingham, AL 35222

I certify this to be a true and correct tabulation of all bids received for this project

Carl M. Edwards, Director of Procurement
INVITATION FOR BIDS (IFB) NO. 20-06 Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

1826 3rd Avenue South  •  Birmingham, Alabama 35233  •  www.habd.org

Procurement Office

INVITATION FOR BIDS (IFB) FOR
(HABD IFB# 20-06)

Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

Prepared by:

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

President and CEO.............................Michael O. Lundy
Invitation for Bids

Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

The Housing Authority of the Birmingham District, ("HABD") hereby invites qualified independent Contractors to submit bids for the Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office.

Contractors must be licensed by the General Contractors Licensure Board of Alabama and meet the statutory requirements, including maintaining a license in good standing. All bidders must include a current GC license number located on the exterior of the submission envelope.

As a part of our social mission and federal mandate, HABD is committed to providing economic, training and educational opportunities to the low-income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The Invitation for Bids can be obtained by calling 205-521-0611 or online at:

www.habd.org

Notice: Contact with members of the HABD Board of Commissioners, or HABD officers and employees other than the contact person listed herein, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your bid. In fairness to all prospective bidder(s) during the IFB process, if HABD meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB or possible personal presentations after written qualifications have been received and evaluated.

Housing Authority of the Birmingham District

By: Michael O. Lundy
Contracting Officer
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**Attachments:**

Attachment - A  Project Manual / Specifications

Attachment - B  Form of Bid, Bid Fee Sheet

Attachment - C  Profile of Firm Form

Attachment - D - E  HUD/HABD Forms

Attachment - F - H  Section 3 Guidelines and Forms

Attachment - I  Contract Data Collection Sheet

Attachment - J  HUD 5369 Instructions to Bidders for Contracts

Attachment - K  HUD 5369 A Representations, Certifications and Other Statements of Bidders
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<td>N HUD 50070</td>
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<td>T HUD 51001</td>
<td>Periodic Estimate for Partial Payments</td>
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<td>U HUD 51002</td>
<td>Schedule of Change Orders</td>
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<td>V HUD 51003</td>
<td>Schedule of Materials Stored</td>
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<td>W HUD 51004</td>
<td>Summary of Materials Stored</td>
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<td>X HUD 5372</td>
<td>Construction Progress Schedule</td>
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<td>Y HUD 2992</td>
<td>Certification Regarding Debarment and Suspension</td>
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<td>Z Supplementary Conditions of the Contract for Construction</td>
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<td>AA Certification of Payments to Influence Federal Transactions</td>
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<td>BB Payment/Performance Bonds Forms</td>
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<td>CC Form of Advertisement for Completion</td>
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Housing Authority of the Birmingham District, AL (205-324-0641)  
Page 4
INVITATION FOR BIDS (IFB) NO. 20-06 Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

IFB INFORMATION AT A GLANCE

<table>
<thead>
<tr>
<th>DATE ISSUED</th>
<th>November 1, 2019</th>
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</thead>
<tbody>
<tr>
<td>NON-MANDATORY PRE-SUBMITTAL MEETING</td>
<td>November 15, 2019 at 10:00 A.M. HABD Central Office, 1826 3rd Avenue South Birmingham, AL 35233</td>
</tr>
<tr>
<td>LAST DATE FOR QUESTIONS</td>
<td>November 22, 2019 at 5:00 P.M.</td>
</tr>
<tr>
<td>BID DUE DATE</td>
<td>December 2, 2019 at 10:00 A.M. HABD Procurement Dept. 1826 3rd Avenue South Birmingham, AL 35233</td>
</tr>
<tr>
<td>ANTICIPATED APPROVAL BY THE BOARD</td>
<td>TBD</td>
</tr>
<tr>
<td>SUBMITAL REQUIREMENTS</td>
<td>1 (one) electronic, 1 (one) Original signature document marked “ORIGINAL” and 1 (one) exact copy marked “COPY” in a sealed envelope or container.</td>
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</tbody>
</table>

The point of contact for this solicitation is:

Carl M. Edwards  
Procurement Manager  
(205) 521-0611  
cedwards@habd.net
INTRODUCTION

The Housing Authority of the Birmingham District (HABD) is a very large Public Housing Agency with approximately (5039) conventional public housing units located at fourteen (14) 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, including sales tax on all its purchases of supplies and services.

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 and administer the Section 8 Housing Assistance Payments Programs. HABD programs are federally funded along with development and modernization grants.

HABD is soliciting bids from qualified, licensed and insured entities to provide the above noted services to HABD. Your response to the Scope of Work must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bid ("IFB"). Those bids not in accordance with the IFB shall be deemed non-responsive and eliminated from further evaluation.

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

1.0 GENERAL INFORMATION

1.1 Statement of Purpose: The Housing Authority of the Birmingham District (HABD) is seeking bids from independent contractors with demonstrated professional competence and experience for the roofing, siding and gutter system replacements at the Roosevelt City Housing Community.

1.2 Bidders acknowledge that submitting a bid to HABD is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event HABD decides to award a contract to that Bidder.

1.3 Non-Mandatory Pre-Bid Conference: A pre-bid conference will be held at HABD Central Office, located at 1826 3rd Avenue South Birmingham, AL 35233 on November 15, 2019 at 10:00 A.M. CST as indicated herein. The purpose of this conference is to assist Bidders in understanding the IFB and required submittal documents. At this conference, HABD will conduct an overview of the IFB documents, including attachments. Any questions concerning the scope must be presented in writing (email is acceptable) to the contact person listed herein and will be answered by addendum.

1.4 Bidder’s Responsibilities-Contact with HABD: Bidders shall address all communication and correspondence pertaining to this IFB to Carl M. Edwards, Procurement Manager. Bidders must not inquire or communicate with any other HABD staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, HABD will not conduct any ex-parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

2.0 HABD'S RESERVATION OF RIGHTS

2.1 HABD reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HABD to be in its best interest.

2.2 HABD reserves the right not to award a contract pursuant to this IFB.

2.3 HABD reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful Bidder(s).

2.4 HABD reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

2.5 HABD reserves the right to retain all bids submitted and not permit withdrawal for a period of 180 days subsequent to the deadline for receiving bids without the written consent from HABD.

2.6 HABD reserves the right to reject and not consider any bid that does not meet the requirements.

2.7 Requirements of the IFB including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non-responsible.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
2.8 HABD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

2.9 HABD reserves the right at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that do not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform HABD in writing within ten (10) days of the discovery of any item(s) that is an issue which needs to be addressed. Failure to abide by this timeframe shall relieve HABD, but not the prospective Bidder, of any responsibility pertaining to such issue.

2.10 HABD reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HABD’s website www.HABD.org. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

2.11 In the case HABD rejects all bids, HABD reserves the right to advertise for new bids or to proceed to do the work otherwise.

2.12 HABD reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

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

2.13.1 Funding is not available,

2.13.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

2.13.3 HABD’s requirements in good faith change after award of the contract.

2.14 HABD reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.

2.15 HABD reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HABD.

2.16 HABD reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

2.17 HABD reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.

2.18 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, HABD reserves the right to seek monetary
restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor’s rate and new company’s rate) beginning the date of Contractor’s termination through the contract expiration date.

2.19 HABD reserves the right to amend the contract any time prior to contract execution.

3.0 GENERAL CONDITIONS:

3.1 Specifications: The Contractor shall provide the goods or services as specified in this IFB. Specifications are in Attachment A.

3.2 Regulatory/Licensing: Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the HABD or the Bidders at the time of the submittal deadline or the award.

3.3 Section 3: Contractor is required to prepare and submit monthly reports on Section 3. Contractor shall utilize Section 3 residents and businesses as defined in Attachment F-H to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

3.4 Responsibility for Subcontractors: All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HABD for the performance under this IFB or any resulting contract.

3.5 Criminal History/Drug Testing: Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to HABD. Prospective employees whose criminal history checks disclose a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

3.6 Liquidated Damages: For each day that performance under a resulting contract from this IFB is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of $1000.00 per day. However, the timeframe for performance may be adjusted at HABD’s discretion in writing and received by the successful Bidder prior to default under any resulting contract.

3.7 Unacceptable Employees: If any employee of the Contractor is deemed unacceptable by HABD, Contractor shall immediately replace such personnel with a substitute acceptable to HABD.
3.8 Uniforms/Badges: Contractor shall provide uniforms and/or ID badges for all employees working on HABD's properties. No employee will be allowed on HABD's properties out of uniform and/or without an ID badge.

3.9 Warranty: All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. This period will begin on the date of “FINAL” acceptance by HABD.

3.9.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable industry Published Technical Specifications, and if one of the abovementioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

3.9.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

3.9.3 Contractor shall assign any warranties and guarantees to HABD and provide the Contractor’s Warranty for Labor and Installation to HABD along with all Manufacturers’ Warranty documents.

3.10 Submissions: Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.

3.11 PROPOSED COST:

3.11.1 Base Costs: Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

3.11.2 Unit Prices (if applicable): Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.

3.11.3 Contractor shall provide at contractor’s own expense all equipment, labor, materials, supplies and tools.

3.12 Taxes: HABD, as a governmental entity, is exempt from Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to the awarded Contractor. This exemption only applies to HABD not the Contractor.

3.13 Delivery: All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.
3.13.1 The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that HABD may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

3.14 Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If biding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

3.15 TYPE OF CONTRACT: A one hundred eighty (180) days firm fixed contract with the option to extend at the sole discretion of HABD.

3.16 BONDING:

3.16.1 Bonding: All Surety Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and “A” rated or better by A. M. Best. Acceptable Payment & Performance Bonds shall be provided to HABD within ten (10) days after Contract execution by both parties. Individual Surety Companies will not be accepted.

3.16.2 Bid Bond:

HABD requires a Bid Bond for this bid in the amount of 5% of the Base Bid but in no event more than ten thousand dollars ($10,000). Bid Bonds shall be submitted with the bid, if not received as stated bid will be rejected.

3.16.3 Performance Bond:

The Contractor must provide HABD a 100% Performance Bond for total contract value, however if the Contractor is unable to acquire the equitable bonding that is acceptable to HABD within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.

3.16.4 Payment Bond:

The Contractor must provide HABD a 100% Payment Bond for each Project Contract executed by HABD, however if the Contractor is unable to acquire the equitable bonding that is acceptable to HABD within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.

3.16.5 Notice to Proceed:

Start work date will be determined by the HABD Construction Manager and Contractor's Manager. Contractor shall not begin work until a Notice to Proceed is received from HABD signed by the contracting officer.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
3.17 COMMUNICATIONS:

3.17.1 Form: All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.

3.17.2 Notice to Contractor: Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract.

3.17.3 Notice to HABD: All notification papers required to be delivered to HABD or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to HABD at 1826 3rd Avenue South Birmingham, AL 23233.

3.17.4 Receipt: Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

3.18 Calculations: The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted Unit Price Items must include these variables. HABD shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.

3.18.1 Estimated Quantities: Any quantities provided herein are strictly estimates unless specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by HABD.

3.19 Project Occupancy: For the purposes of this solicitation the development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other Contractors working on-site. Proposers must include these variables in their proposed fees. HABD shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.

3.20 Time for Completion: The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within one hundred eighty (180) days.

3.21 Safety: Subject to prior approval by HABD as to size, design, type and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
3.22 **Builders Risk:** Contractor are required to acquire Builder's Risk Insurance for any project or projects resulting from this solicitation. In any case HABD will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project or any other coverage normally covered under Builder's Risk Insurance.

3.23 **Storage:** The Contractor and his/her subcontractors may maintain with approval by the HABD Property & Construction Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with HABD regarding the location(s) of these facilities.

3.24 **Removal of Temporary Facilities:** Upon completion of the project, or as directed by HABD, the Contractor shall remove all temporary structures and facilities they installed from the site and leave the premises in equal or better condition than it was at turnover.

3.25 **Final Inspection:**

3.25.1 **Notice:** The Contractor shall provide prompt written notification to HABD when all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and project accepted by HABD, HABD shall not advance any of the retainage or make the final payment to the Contractor without the approval and concurrence of the Contracting Officer.

3.25.2 **Inspection Date:** Upon receipt of the Contractor's notification of the date when the work has been completed, HABD shall conduct a final Inspection within ten (10) calendar days.

3.25.3 **Inspection Participants:** The final inspection shall be conducted by a HABD and the Contractor's representative at a minimum.

3.25.4 **Inspection Conference:** The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with these specifications and produce a Punch List Schedule which describes any minor items of incomplete or unsatisfactory work and document if there are any major deficiencies which must be corrected by the Contractor and additional inspections scheduled prior to contract settlement.

3.26 **Settlement Documents:** The settlement document shall state that the work was completed in accordance with the construction documents, including change orders except any minor items identified on HABD's proposed certificate of completion, the total amount due the Contractor and a separately stated amount for each unsettled claim against HABD. It shall also state that HABD is released of all liens and all claims except those expressly stated in

3.27 the Contractor's release and that wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages, materials, or supplies.

3.28 **Wage Rate:** This project requires that the applicable Davis Bacon and Related Acts Wage Rates (Attachment P) be paid. This will also subject the Contractor to filing a certified payroll (Form WH 347, Attachment Q).
4.0 CONDITIONS TO PROPOSE:

4.1 Pre-Qualification: Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, (Attachment C). Failure by the prospective Bidder to provide the requested information may, at HABD’s discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

4.2 IFB Forms, Documents, Specifications and Drawings:

421 It shall be each Bidder’s responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.

422 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.3 Submission and Receipt by HABD:

431 Time for Receiving Bids: Bids received prior to the submittal deadline shall be securely kept, unopened, by HABD. No bid received after the designated deadline shall be considered.

431.1 Bidders are cautioned that any bid submittal that is time-stamped as being received by HABD after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to HABD or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

431.2 A total of one (1) electronic, one (1) original signature copy (marked “Original”) and 1 exact copy (marked “Copy”) shall be forwarded to the Procurement Office. with the Bidder’s name and return address and addressed as follows:

IFB # 20-06
Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community and Management Office
Bids Due Date: December 2, 2019
{General Contractors License Number}
The Housing Authority of the Birmingham District
Attn: Carl M. Edwards, Procurement Manager
Procurement Office
1826 3rd Avenue South
Birmingham, AL 35233

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
4.3.2 Withdrawal of Bids: Bids may be withdrawn as detailed in attached HUD Document (Attachment J).

4.3.5.1 Procedure to withdraw bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by HABD unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HABD, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HABD retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Questions/Inquires:

441 A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least ten (10) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. HABD reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder’s request.

442 Bidders must propose services that meet the requirements of the IFB documents. Substitutions to the specification and/or approved “equal” requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the HABD officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF BID: The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for award.

5.1 Tab 1, Form of Bid, Bid Fee Sheet, and Bidder’s Certification: These Forms are attached hereto as (Attachment B) to this IFB document. These Forms must be fully completed, and submitted under this tab.

5.2 Tab 2, HUD Forms and Required Forms: These Forms are attached hereto as (Attachment D – Y) to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

5.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as (Attachment C) to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

5.4 Tab 4, Client Information: The Bidder shall submit three former or current clients, preferably other than HABD, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference: 

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
5.4 Tab 5, Joint Venture/Partnerships: The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS".

5.5 Tab 6, Subcontractors: Bidders must also provide HABD with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon HABD's prior written approval, and bidder remains responsible to HABD for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this IFB".

5.6 Tab 7, Section 3 Business Preference: Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom the Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are the Bidders employees.

5.7 Tab 8, Financial Viability and Other Information: Financial ability to provide such services to include copies of the most recent financial statements and audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.

5.8 Bid Submittal Binding Method: It is preferable and recommended that the Vendor bind the submittals in such a manner that HABD can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.

6.0 MISTAKE IN BID

6.1 After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

6.2 Irregular Bid Submittal: A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

6.2.1 If the forms furnished by HABD are not used or are altered or if the bid costs are not submitted as required and where provided.

6.2.2 If all requested completed attachments do not accompany the bid submittal.
6.2.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.

6.2.4 If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.3 Disqualification of Bidders: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:

6.3.1 Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with HABD until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

6.3.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).

6.3.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

6.3.4 Unsatisfactory performance record as shown by past work for HABD or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

6.3.5 Incomplete work, which in the judgment of HABD, might hinder or prevent prompt completion of additional work, if awarded.

6.3.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

6.3.7 Failure to comply with any qualification requirements of HABD.

6.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by HABD) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.

6.3.9 As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Alabama and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to HABD within 10 days of contract signature.

6.3.10 Any reason determined, in good faith, to be in the best interests of HABD.
6.4 Award of Bids(s): Award of Bid(s): Bidders shall be recommended for award if they are deemed responsive and responsible and provide the lowest cost to HABD.

7.0 INSURANCE: If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HABD within 10 days of contract signature (See Below Section):

<table>
<thead>
<tr>
<th>Professional Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Automobile Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$1,000,000 combined Single limit, $500,000 per occurrence</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers Compensation and Employer's Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>Statutory</td>
</tr>
<tr>
<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>
<td>$500,000 bodily injury for each accident</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 per accident $2,000,000 aggregate</td>
<td></td>
</tr>
</tbody>
</table>

8.0 INVOICING:

8.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid or best and final offer as accepted by HABD.

8.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the schedule of value, contract number (if applicable), date of service, and address of service location or delivery address.

8.3 If applicable, HABD may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. HABD may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

8.4 If offered by Contractor, HABD seeks a discount for early payment. HABD shall only take such a discount if earned. Unless utilizing a progress payment schedule invoices shall be sent to the following address:
9.0 RIGHT TO PROTEST:

9.1 Rights: Any prospective or actual proposer or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

9.1.1 Definition: An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by HABD and wishes HABD to correct the alleged inequitable condition or situation.

9.1.2 Eligibility: To be eligible to file a protest with HABD pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. HABD has no obligation to consider a protest filed by any party that does not meet these criteria.

9.2 Procedure: Any actual or prospective contractor may protest the award of a contract for material violation of HABD’s procurement policy. In the event a bidder or offerer protests an award or decision to award a contract and files that protest in writing within ten working days after the award, the President/CEO will respond to such protest by certified mail, return receipt requested, within ten working days from the date of receipt of the written protest. If not received within ten calendar days after contract award the protest will not be considered. The response will state the reasons for the action taken and advise the protestor that all records concerning the disputed award are available for inspection. All protests shall be marked and sent to the address as listed in the example below:

PROTEST OF IFB NO. 20-06
Housing Authority of the Birmingham District
Procurement Office
1826 3rd Avenue North,
Birmingham, AL 35233

10.0 DISPUTES UNDER THE CONTRACT:

10.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after
reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

11.0 ADDITIONAL CONSIDERATIONS:

11.1 Government Standards: It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Jefferson County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

11.2 Work on HABD Property: If the successful Bidder’s work under the contract involves operations on HABD premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HABD.

11.3 Estimated Quantities: Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HABD does not guarantee any minimum purchase quantity.

11.4 Official, Agent and Employees of the HABD Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HABD in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.5 Subcontractors: Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of HABD. Also, any substitution of subcontractors must be approved in writing by HABD prior to their engagement.

11.6 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.7 Independent Contractor: Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall
create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.8 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.9 Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.10 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HABD may pursue compensatory and/or liquidated damages under the contract.

11.11 Limitation of Liability: In no event shall HABD be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

11.12 Indemnity: The Contractor shall indemnify and hold harmless HABD and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HABD. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HABD. Contractor shall indemnify and hold harmless HABD, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

11.13 Public/Contracting Statutes. HABD is a governmental entity as that term is defined in the procurement statutes. HABD and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

11.14 Termination: Any contract resulting from this IFB may be terminated under the following conditions:

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
11.14.1 Consent: By mutual consent of both parties, and

11.14.2 Termination for Cause: As detailed within the attached HUD Forms.

11.14.2.1 HABD may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from HABD, fails to correct such failures within seven (7) days or such other period as HABD may authorize or require.

11.14.2.1.1 Upon receipt of a notice of termination issued from HABD, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by HABD in the notice of termination.

11.14.2.1.2 HABD may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

11.14.3 Termination for Convenience: In the sole discretion of the Contracting Officer, HABD may terminate any and all contracts resulting from this IFB in whole or part upon 30 days prior notice to the Contractor when it is determined to be in the best interest of HABD.

11.14.4 The rights and remedies of HABD provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

11.14.5 In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, HABD shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HABD any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

11.15 Examination and Retention of Contractor's Records: HABD, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

11.16 Inter-local Participation: HABD may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HABD's purchasing power. At HABD's sole discretion and option, HABD may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to Contractor's acceptance.
11.16.1 In no event shall HABD be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HABD shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder and shall not be obligated or liable for any such order.

11.16.2 Purchase orders (if applicable) shall be submitted to Contractor by the individual Entity.

11.16.3 HABD shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HABD.

11.17 Right to data and Patent Rights: In addition to other ownership & use rights HABD shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

11.18 Lobbying Certification: By proposing to do business with HABD or by doing business with HABD, each Bidder certifies the following:

11.18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

11.18.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.18.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made, or a contract is entered. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by
Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

11.19 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

11.19.1 Executive Order 11246
11.19.2 Executive Order 11063
11.19.3 State Bid Law
11.19.4 Copeland “Anti-Kickback” Act (18 USC 874)
11.19.5 Davis Bacon Act (40 USC 276a-276a-7)
11.19.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
11.19.7 Contract Work Hours & Safety Standards Act (40 USC 327-330)
11.19.9 Civil Rights Act of 1964, Title VI (PL 88-352)
11.19.10 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
11.19.11 Age Discrimination Act of 1975
11.19.13 HUD Information Bulletin 909-23

11.20 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

11.21 Conflicting Conditions: In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the terms/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor’s Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

11.21 Contract Form: HABD will not execute a contract on the successful Bidder’s form. Contracts will only be executed on HABD’s form. By submitting a proposal, the successful Bidder agrees to this condition. However, HABD will consider any contract clauses that the Bidder wishes to include therein, but the failure of HABD to include such clauses does not give the successful Bidder the right to refuse to execute HABD’s contract form. It is the responsibility of each prospective Bidder to notify HABD, in
writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. HABD will consider such clauses and determine whether or not to amend the Contract.

11.23 Force Majeure: Neither HABD nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HABD or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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

PROJECT MANUAL / SPECIFICATIONS
INVIATION FOR BIDS (IFB) NO. 20-06 Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is hereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

Lump Sum Base Bid: Roofing, Siding and Gutter System Replacement at the Roosevelt City Residential Buildings and Management Office as specified:

<table>
<thead>
<tr>
<th>#</th>
<th>Base Bid</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Roofing, Siding and Gutter System Replacement</td>
<td>$2,594,039</td>
</tr>
</tbody>
</table>

Bid Alternates:

<table>
<thead>
<tr>
<th>#</th>
<th>Vinyl Siding</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Alternate No. 1</td>
<td>$55,200</td>
</tr>
<tr>
<td>2.</td>
<td>Alternate No. 2</td>
<td>$84,000</td>
</tr>
<tr>
<td>3.</td>
<td>Alternate no. 3</td>
<td>$7,500</td>
</tr>
</tbody>
</table>

All work shall be completed in one hundred eighty (180) days from date specified in the "Notice to Proceed".

Signature & Addenda Acknowledgements

Addendum #1 Date 11/13/2019  
Addendum #2 Date 12/16/2019  
Addendum #3 Date 12/23/2019

Signature  
Patricia G. Sigers  12/13/19
Printed Name Company  
Goudy Construction, Inc

E-mail address if available  
psigers@goudyconstructioninc.com

Phone  
(205) 229-9864  
Fax  
(205) 277-9890

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
SECTION 3 STATEMENT

Are you claiming a Section 3 business preference?  

[ ] YES  [ ] NO

If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 7.

Remainder of this page left blank intentionally.
BIDDER’S CERTIFICATION

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder’s organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency.

2. Items for which Bids were provided herein will be delivered as specified in the Bid.

3. 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.

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder.

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid.

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB.

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: Patricia H. Sigers
(Print Name)
Goudy Construction, Inc (205) 239-9864 (205) 277-9890
(Print Company Name) (Company Phone) (Fax)
PSigers@goudyconstructioninc.com
(Email Address)

DATE: 12/13/2019
(Date)
Attachment C

PROFILE OF FIRM FORM
INVITATION FOR BIDS (IFB) NO. 20-05 Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

Lump Sum Base Bid: Roofing, Siding and Gutter System Replacement at the Roosevelt City Residential Buildings and Management Office as specified:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Roofing, Siding and Gutter System Replacement</td>
<td>$1,975,000.00</td>
</tr>
</tbody>
</table>

Bid Alternates:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Alternate No. 1</td>
<td>$240,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Alternate No. 2</td>
<td>$295,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Alternate No. 3</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

All work shall be completed in one hundred eighty (180) days from date specified in the “Notice to Proceed”.

Signature & Addenda Acknowledgements

Addendum # 1 dated November 13, 2019
Addendum # 2 dated December 16, 2019
Addendum # 3 dated December 23, 2019
Addendum # 4 dated January 02, 2020
Addendum # 5 dated January 13, 2020

Signature

[Signature]

Printed Name Company

Crimson Contractors, Inc.

E-mail address if available

GreatRoofs@aol.com

Phone

205.758.8659

Fax

205.758.8682

Date

January 28, 2020

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Crimson Contractors, Inc. as the Principal, and RLI Insurance Company as Surety, are hereby held and firmly bound unto The Housing Authority Birmingham District (HABD) as owner in the penal sum of Five Percent (5%) of the bid amount, Not to Exceed Ten Thousand Dollars ($10,000.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this 28th day of January, 2020.

The condition of the above obligation is such that the Principal has submitted to a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the following work, to wit:

Roofing, Siding and Gutter System Replacement at the Roosevelt City Housing Community Residential Buildings and Management Office

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If the said Bid submitted by the Principal be accepted by the HABD, and the contract for work be awarded to the Principal, and if the Principal enters into and executes the contract and furnishes bond as required by the HABD within the time fixed by the HABD,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby, stipulates and agree that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and the year first set forth above.

Crimson Contractors, Inc.

Jill S. Holder, President

RLI Insurance Company

By: Madison Andrew Hudson, Attorney-In-Fact
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

REQUEST FOR BOARD ACTION

APPROVAL OF AWARD OF CONTRACT FOR HVAC CONDENSER UNIT RELOCATION
AT THE ELYTON VILLAGE HOUSING COMMUNITY

February 20, 2020

INTRODUCTION

Bids were requested from qualified contractors to provide the HVAC Condenser Unit Relocation at the Elyton Village Housing Community.

PURPOSE/OBJECTIVE

The objective of this request is to obtain approval to proceed to contract with the recommended Contractor.

DESCRIPTION/JUSTIFICATION

An IFB was published to secure a General Contractor to provide requested services. The IFB was sent to seventy-three (73) vendors and six (6) business organizations, advertised in the Birmingham News, The Birmingham Times, Central Office Lobby for seventy-five (75) consecutive days and posted on the HABD website.

Three (3) Contractors submitted a response to the IFB, the following bids were evaluated;

- Safford Building Company, LLC $780,179.28
- Trawick Contractors, Inc $1,003,974.00
- Goudy Construction, Inc. $1,381,250.36

Safford Building Company, LLC submitted the lowest responsive, responsible bid in the amount of seven hundred and eighty thousand one hundred seventy-nine dollars twenty-eight cents ($780,179.28) to provide the HVAC Condenser Unit Relocation at the Elyton Village Housing Community. Therefore, Management recommends that the contract be awarded to Safford Building Company, LLC.

POLICY IMPACT

None

ECONOMIC IMPACT/FUNDING SOURCE

The contract will be a fixed price contract for $780,179.28. The source of funding for this project is Capital Funds.
ATTACHMENTS

Bid tabulation
Copy of submitted bids,
List of firms that were mailed a copy of the IFB.
Copy of IFB

ALTERNATIVE

None

RECOMMENDATION

The President/CEO recommends that the Board approve this request.

CERTIFICATION

The requested action conforms with applicable legal, policy and regulatory requirements.

CARL M. EDWARDS
Director of Procurement

DONTRELLE YOUNG-FOSTER
VP of Special Projects and Support Services

MICHAEL O. LUNDY
President/CEO
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

RESOLUTION NO. 2020-12480

Resolution Approving Contract for the HVAC Condenser Unit Relocation at the Elyton Village Housing Community:

RESOLVED by the Commissioners of the Housing Authority of the Birmingham District that the President/CEO is hereby authorized to execute a contract in the amount of seven hundred and eighty thousand one hundred seventy-nine dollars twenty-eight cents ($780,179.28) with Safford Building Company, LLC. to provide the requested services.

Adopted this 20th day of February 2020.

Attest:

__________________________
Chairperson

__________________________
Michael O. Lundy, Secretary
# TABULATION FOR IFB NO. 20-04
HVAC Condenser Unit Relocation at the Elyton Village Housing Community

<table>
<thead>
<tr>
<th></th>
<th>Safford Building Co, LLC</th>
<th>Trawick Contractor, Inc.</th>
<th>Goudy Construction, Inc.</th>
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<td>Base Bid Amount</td>
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<td>$1,003,974.00</td>
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<td>Addition / Deduction</td>
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<td>Total Bid Amount</td>
<td>$780,179.28</td>
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<td>HUD 5369-A</td>
<td>Yes</td>
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<td>Section 3 Clause</td>
<td>Yes</td>
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<td>Yes</td>
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<td>Section 3 Business Concern Self-Certification</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>Section 3 Assurance of Compliance and Action Plan</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>HUD 92010 Equal Employment Opportunity Certification</td>
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<td>HUD 50070 Certification of a Drug-Free Work Place</td>
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<td>Yes</td>
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<td>E-Verify Form</td>
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<td>Non-Collusive Affidavit</td>
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<td>HUD 50071 Certification of Payments</td>
<td>Yes</td>
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<td>Certificate of Non Discrimination</td>
<td>Yes</td>
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<td>HUD 2992 Certification Regarding Debarment and Suspension</td>
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<td>Yes</td>
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1) 2550 Five star Parkway Suite 108 Bessemer, AL 35020
2) 4740 Powell Avenue Birmingham, AL 35222
3) 3417 Davey Allison Blvd Hueytown, AL 35023

I certify this to be a true and correct tabulation of all bids received for this project

Carl M. Edwards, Director of Procurement
AMENDMENT
No. 4
Invitation for Bid 20-04
HVAC Condenser Unit Relocation at the HABD Elyton
Village Housing Community

January 7, 2020

THE INVITATION FOR BID FOR THIS SOLICITATION IS HEREBY AMENDED OR CLARIFIED AS SET OUT BELOW. THIS AMENDMENT IS A PART OF THE INVITATION FOR BID 20-04 AND MUST BE SUBMITTED WITH YOUR RESPONSE.

TO: All Prospective Bidders:

The Invitation for Bid 20-04 HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community hereby amended or specifications clarified as outlined in the following manner:

ADDITIONAL INFORMATION

SECTION I
Solicitation Dates and Times

SECTION II
Questions and Answers

SECTION III
Specifications revisions and clarifications

SECTION I SOLICITATION DATES AND TIMES

Bid Due Date:

Amended From:

<table>
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<td>1826 3rd Avenue South Birmingham, AL 35233</td>
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Amended To:

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<th>BID DUE DATE</th>
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<td>1826 3rd Avenue South Birmingham, AL 35233</td>
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</table>
SECTION II QUESTIONS AND ANSWERS

No questions submitted at the time of this release

SECTION III SPECIFICATION REVISIONS AND CLARIFICATIONS

All terms and conditions remain the same.

Please acknowledge receipt of this amendment by signing and returning to Mr. Carl M. Edwards, Director of Procurement, at PO Box 55906, Birmingham, AL 35255-5906 or by fax to (205) 521-7704.

Respectfully,

Carl M. Edwards
Director of Procurement

ACKNOWLEDGED:

Bidder: ____________________________
Company: __________________________
Address: __________________________
Phone No.: __________________________
Authorized by: ______________________
(Signature & Title)
Date: ________________________________
### General Contractors Mailing List

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address Details</th>
<th>City</th>
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<tr>
<td><strong>Syms Contractors</strong></td>
<td>P.O. Box 12104</td>
<td>Birmingham</td>
<td>AL</td>
<td>35202</td>
<td>Jimmy Sims</td>
</tr>
<tr>
<td><strong>Trawick Contractors</strong></td>
<td>4740 Powell Avenue</td>
<td>Birmingham</td>
<td>AL</td>
<td>35222</td>
<td>Dan Trawick Jr</td>
</tr>
<tr>
<td><strong>Argo Building Company</strong></td>
<td>4501 7th Avenue-Wylam</td>
<td>Birmingham</td>
<td>AL</td>
<td>35224</td>
<td>Jimmy Nations</td>
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<tr>
<td><strong>Metro D Construction</strong></td>
<td>P.O. Box 1139</td>
<td>Talladega</td>
<td>AL</td>
<td>35161</td>
<td>Cindy Strickland</td>
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<tr>
<td><strong>A. G. Gaston Construction</strong></td>
<td>310 18th Street North</td>
<td>Birmingham</td>
<td>AL</td>
<td>35203</td>
<td>Walter Howlett Jr</td>
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<tr>
<td>C &amp; N Contractor</td>
<td>760 North Pine Hill Rd</td>
<td>Birmingham</td>
<td>AL</td>
<td>35217</td>
<td>Jimmy Nations</td>
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<tr>
<td><strong>Rainbow Building</strong></td>
<td>Post Office Box 59513</td>
<td>Birmingham</td>
<td>AL</td>
<td>35259</td>
<td>Melissa Russell</td>
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<tr>
<td><strong>Capstone Building Corporation</strong></td>
<td>3415 Independence Drive</td>
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<td>AL</td>
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<td>Jay Chapman</td>
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<td>Intertech Construction</td>
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<td>Birmingham</td>
<td>AL</td>
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<td>Toby Langley</td>
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<tr>
<td><strong>Goudy Construction</strong></td>
<td>1701 Quail Ridge Drive</td>
<td>Gardendale</td>
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<td><strong>Zoser Construction</strong></td>
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<td>Bessemer</td>
<td>AL</td>
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<td>James E. Spates</td>
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<tr>
<td>Lambert Roofing &amp; Construction</td>
<td>23546 AL Hwy 9N</td>
<td>Piedmont</td>
<td>AL</td>
<td>36272</td>
<td>Harland Lambert</td>
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<td><strong>McWhorter and Co. Inc.</strong></td>
<td>10E. 4th St.</td>
<td>Anniston</td>
<td>AL</td>
<td>36201</td>
<td>Thomas Brock, Robert Kay, Earlon McWhorter</td>
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<tr>
<td><strong>Len-Dow Inc.</strong></td>
<td>2405 Pentland Drive</td>
<td>Birmingham</td>
<td>AL</td>
<td>35235</td>
<td>Allen Tucker</td>
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<td>Dunn Construction</td>
<td>3905 Messer Airport Hwy</td>
<td>Birmingham</td>
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<td>35222</td>
<td>Craig Fleming</td>
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<td><strong>Saliba Construction Co. Inc</strong></td>
<td>1147 North Park Ave.</td>
<td>Dothan</td>
<td>AL</td>
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<td>Richard Saliba, Mike Palmer, Jane Saliba</td>
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<td><strong>Unch Inc.</strong></td>
<td>524 4th Ave North</td>
<td>Birmingham</td>
<td>AL</td>
<td>35204</td>
<td>Michael Raby</td>
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<tr>
<td>United Construction Services</td>
<td>290 Regency Park Drive</td>
<td>Alabaster</td>
<td>AL</td>
<td>35007</td>
<td>Dewayne Miller</td>
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<td><strong>C Development Construction</strong></td>
<td>205 20th St N Se 1006</td>
<td>Birmingham</td>
<td>AL</td>
<td>35203</td>
<td>Clay Grady</td>
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<tr>
<td><strong>Smith &amp; Elliot Builders, Inc.</strong></td>
<td>9340 Helena Rd Ste F310</td>
<td>Birmingham</td>
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<td>DEC Construction Company</td>
<td>1301 Commerce Street</td>
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<td><strong>Reddot Enterprize</strong></td>
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<td>35211</td>
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<td><strong>C.G.C./ DBA Caps General Contractor</strong></td>
<td>4208 Hill St</td>
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<td>Kelvin W. Johnson Sr</td>
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<td>Glendon Prewitt Contractor, Inc.</td>
<td>228 14th Street, Ste 104A</td>
<td>Tuscaloosa</td>
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<td><strong>S. Rolin Inc.</strong></td>
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<td>Stephanie Rolin</td>
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<td><strong>Keeton General Contractors II</strong></td>
<td>1019 18th St S</td>
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<td>Brasfield &amp; Gorrie</td>
<td>3021 7th Avenue South</td>
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<td><strong>Red Mountain Associates</strong></td>
<td>1608 13th Ave S</td>
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<td><strong>WRLS Inc.</strong></td>
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<td>Company Name</td>
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<td>Doster Construction Company</td>
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<td>C &amp; C Construction</td>
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<td>Central Alabama Women's Business Ctr</td>
<td>505 North 20th Street Suite 200</td>
<td>Birmingham, AL 35203</td>
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<td>Birmingham Business Resource Center</td>
<td>110 12th Street North</td>
<td>Birmingham, AL 35203</td>
<td>Mr. Robert Burtn</td>
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<td>B.L. Harbert International</td>
<td>820 Shades Creek Pkwy</td>
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<td>White-Spunner Construction, Inc.</td>
<td>2010 W. 1-65 Service Rd. S.</td>
<td>Mobile, AL 36693</td>
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<td>Rabren General Contractors, Inc.</td>
<td>139 Lee Rd. 15</td>
<td>Auburn, AL 36830</td>
<td>Mr. Mike Rabren</td>
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<td>Bailey-Harris Construction Co. Inc.</td>
<td>1552 Bailey Harris Dr.</td>
<td>Auburn, AL 36830</td>
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<td>Rives Construction Co. Inc.</td>
<td>5200 Grantswood Rd.</td>
<td>Irondale, AL 35210</td>
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<td>Birmingham Regional Chamber of Commerce</td>
<td>505 North 20th Street Suite 200</td>
<td>Birmingham, AL 35203</td>
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<td>Small Business Administration</td>
<td>801 Tom Martin Drive Suite 201</td>
<td>Birmingham, AL 35211</td>
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<td>Robins &amp; Morton</td>
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<td>Turner Construction</td>
<td>336 James Record Rd.</td>
<td>Huntsville, AL 35824</td>
<td>Mr. Peter Davoren</td>
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<td>M.J. Harris Construction Services, LLC</td>
<td>One Riverchase Ridge</td>
<td>Birmingham, AL 35244</td>
<td>Mr. Michael Harris</td>
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<td>Rabren General Contractors, Inc.</td>
<td>3116 Sexton Rd. SW, Ste. A</td>
<td>Decatur, AL 35603</td>
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<td>Apex Construction Partners</td>
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<td>Enterprise Community Incubator</td>
<td>Post Office Box 39841</td>
<td>Birmingham, AL 35208</td>
<td>Mr. Charles Arline</td>
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<td>Hoar Construction, LLC</td>
<td>Two Metropolx Dr., Ste. 400</td>
<td>Birmingham, AL 35209</td>
<td>Mr. Robert Burton</td>
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<td>Caddell Construction Co. Inc.</td>
<td>2700 Lagoon Park Dr.</td>
<td>Montgomery, AL 36109</td>
<td>Mr. John Caddell</td>
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<td>Gray Construction</td>
<td>2N. 20th St., Ste.</td>
<td>Birmingham, AL 35233</td>
<td>Brian Jones</td>
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<td>DeAngelis Diamond Healthcare Group, LLC</td>
<td>1800 International Park Dr. Ste. 10</td>
<td>Birmingham, AL 35243</td>
<td>Reggie Morgan,</td>
<td></td>
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<td>Goodgame Co. Inc.</td>
<td>2311 3rd Ave. S.</td>
<td>Pell City, AL 35128</td>
<td>W.A. Goodgame</td>
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<tr>
<td>Rod Cooke Construction Inc.</td>
<td>3496 Halls Mill Rd</td>
<td>Mobile, AL 36693</td>
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Subcontractor's List

Hardy Corp.
430 12th St. S.
Birmingham, AL 35233
Attn: Thomas Cordell, Keith Marbury, Wayne Matthews

M&D Mechanical Contractors Inc.
P.O. Box 2629
Decatur, AL 35602
Attn: Alan Schollian, Rodney Ferguson, Bobby Allfrey

Brown Mechanical Contractors, Inc
3212 6th Ave. S.
Birmingham, AL 35222
Attn: L.F. Pierce Jr., Debby Brittain, Leigh Ann Speake, Marc Brittain

Superior Mechanical Inc
3700 Fifth Court N.
Birmingham, AL 35222
Attn: Richard H. Drennen, Rodney C. King

Associated Mechanical Contractors, Inc.
248 S. Lewis St.
Montgomery, AL 36107
Attn: Evan Adams, Zachary Adams or Andrew Duncan

C.S. Beatty Construction Inc.
2129 Richard Arrington Jr. Blvd. S.
Birmingham, AL 35209
Attn: Craig S. Beatty

Auburn Electrical Construction Co. Inc.
440 Summerhill Rd.
Auburn, AL 36830
Attn: Donald Lanier, Steve Pruitt, Brent Arnold, or Maryann Pilgreen

Jennings Service Co. Inc
1374 Jefferson Rd. Ste. 3
Demopolis, AL 36732
Attn: Ronald Jennings, Juanita Jennings, or Richard Colyar
INVITATION FOR BIDS (IFB)
FOR
IFB 20-04

HVAC Condenser Unit Relocation at the Elyton Village Housing Community

Prepared by:

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

President/CEO........................................Michael O. Lundy
The Housing Authority of the Birmingham District, ("HABD") hereby invites qualified independent Contractors to submit bids for the "HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community".

Contractors must be licensed by the General Contractors Licensure Board of Alabama and meet the statutory requirements, including maintaining a license in good standing. All bidders must include a current GC license number located on the exterior of the submission envelope.

As a part of our social mission and federal mandate, HABD is committed to providing economic, training and educational opportunities to the low-income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The Invitation for Bids can be obtained by calling 205-521-0611 or online at:

www.habd.org

Notice: Contact with members of the HABD Board of Commissioners, or HABD officers and employees other than the contact person listed herein, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your bid. In fairness to all prospective bidder(s) during the IFB process, if HABD meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB or possible personal presentations after written qualifications have been received and evaluated.

Michael O. Lundy
Contracting Officer
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**Attachments:**

- Attachment - A  Specifications
- Attachment - B  Form of Bid, Bid Fee Sheet
- Attachment - C  Profile of Firm Form
- Attachment - D - E  HUD/HABD Forms
- Attachment - F - H  Section 3 Guidelines and Forms
- Attachment - I  Contract Data Collection Sheet
- Attachment - J  HUD 5369 Instructions to Bidders for Contracts
- Attachment - K  HUD 5369 A Representations, Certifications and Other Statements of Bidders
- Attachment - L  HUD 5370 General Conditions of the Contract for Construction
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# IFB INFORMATION AT A GLANCE

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| NON-MANDATORY PRE-SUBMITTAL MEETING | November 15, 2019 at 10:00 A.M.  
HABD Central Office, 1826 3rd Avenue South Birmingham, AL 35233 |
| LAST DATE FOR QUESTIONS | November 19, 2019 at 5:00 P.M. |
| BID DUE DATE         | November 29, 2019 at 10:00 A.M.  
HABD Procurement Dept.  
1826 3rd Avenue South Birmingham, AL 35233 |
| ANTICIPATED APPROVAL BY THE BOARD | TBD |
| SUBMITAL REQUIREMENTS | 1 (one) electronic, 1 (one) Original signature document marked “ORIGINAL” and 1 (one) exact copy marked “COPY” in a sealed envelope or container. |

The point of contact for this solicitation is:

Carl M. Edwards  
Procurement Manager  
(205) 521-0611  
cedwards@habd.net
INTRODUCTION

The Housing Authority of the Birmingham District (HABD) is a very large Public Housing Agency with approximately (5039) conventional public housing units located at fourteen (14) 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, including sales tax on all its purchases of supplies and services.

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 and administer the Section 8 Housing Assistance Payments Programs. HABD programs are federally funded along with development and modernization grants.

HABD is soliciting bids from qualified, licensed and insured entities to provide the above noted services to HABD. Your response to the Scope of Work must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bid ("IFB"). Those bids not in accordance with the IFB shall be deemed non-responsive and eliminated from further evaluation.

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

Statement of Purpose: The Housing Authority of the Birmingham District (HABD) is seeking bids from independent contractors with demonstrated professional competence and experience for the installation of conventional outdoor HVAC condenser units assembles and electrical services in 197 apartment units (See Attachment A - Project Manual).

1.1 The Elyton Village development is a 462-unit site with (197) units equipped with existing A/C in each unit. Existing units were installed during a phased modernization of the site. HABD is seeking to modify the existing units install at each of the (197) apartments.

1.2 Bidders acknowledge that submitting a bid to HABD is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event HABD decides to award a contract to that Bidder.

1.3 Non-Mandatory Pre-Bid Conference: A pre-bid conference will be held at HABD Central Office, located at 1826 3rd Avenue South Birmingham, AL 35233 on November 15, 2019 at 10:00 A.M. CST as indicated herein. The purpose of this conference is to assist Bidders in understanding the IFB and required submittal documents. At this conference, HABD will conduct an overview of the IFB documents, including attachments. HABD will respond to any questions concerning the scope during this conference in writing by addendum.

1.4 Bidder’s Responsibilities-Contact with HABD: Bidders shall address all communication and correspondence pertaining to this IFB to Carl M. Edwards, Procurement Manager. Bidders must not inquire or communicate with any other HABD staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, HABD will not conduct any ex-parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

2.0 HABD’S RESERVATION OF RIGHTS

2.1 HABD reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HABD to be in its best interest.

2.2 HABD reserves the right not to award a contract pursuant to this IFB.

2.3 HABD reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful Bidder(s).

2.4 HABD reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

2.5 HABD reserves the right to retain all bids submitted and not permit withdrawal for a
period of 180 days subsequent to the deadline for receiving bids without the written consent from HABD.

2.6 HABD reserves the right to reject and not consider any bid that does not meet the requirements of the IFB including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non-responsible.

2.7 HABD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

2.8 HABD reserves the right at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that do not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform HABD in writing within ten (10) days of the discovery of any item(s) that is an issue which needs to be addressed. Failure to abide by this timeframe shall relieve HABD, but not the prospective Bidder, of any responsibility pertaining to such issue.

2.9 HABD reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HABD’s website www.HABD.org. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

2.10 In the case HABD rejects all bids, HABD reserves the right to advertise for new bids or to proceed to do the work otherwise.

2.11 HABD reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

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

2.12.1 Funding is not available,

2.12.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

2.12.3 HABD’s requirements in good faith change after award of the contract.

2.13 HABD reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.

2.14 HABD reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HABD.
2.15 HABD reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

2.16 HABD reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.

2.17 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, HABD reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor’s rate and new company’s rate) beginning the date of Contractor’s termination through the contract expiration date.

2.18 HABD reserves the right to amend the contract any time prior to contract execution.

3.0 GENERAL CONDITIONS:

3.1 Specifications: The Contractor shall provide the goods or services as specified in this IFB. (Specifications are in Attachment-A of this document).

3.2 Regulatory/Licensing: Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the HABD or the Bidders at the time of the submittal deadline or the award.

3.3 Section 3: Contractor is required to prepare and submit monthly reports on Section 3. Contractor shall utilize Section 3 residents and businesses as defined in Attachment F-H to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

3.4 Responsibility for Subcontractors: All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HABD for the performance under this IFB or any resulting contract.

3.5 Criminal History/Drug Testing: Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting
contract and if requested provide summaries of the results to HABD. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

3.6 **Liquidated Damages:** For each day that performance under a resulting contract from this IFB is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of $1000.00 per day. However, the timeframe for performance may be adjusted at HABD’s discretion in writing and received by the successful Bidder prior to default under any resulting contract.

3.7 **Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by HABD, Contractor shall immediately replace such personnel with a substitute acceptable to HABD.

3.8 **Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on HABD’s properties. No employee will be allowed on HABD’s properties out of uniform and/or without an ID badge.

3.9 **Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, non-supplied HABD materials, and installation except as specified otherwise herein. This period will begin on the date of “FINAL” acceptance by HABD.

3.9.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the abovementioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

3.9.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

3.9.3 Contractor shall assign any warranties and guarantees to HABD and provide the Contractor’s Warranty for Labor and Installation to HABD along with all Manufacturers’ Warranty documents.

3.10 **Submissions:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.

3.11 **PROPOSED COST:**

3.11.1 **Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully "burdened" with profit and overhead costs.
3.11.2 **Unit Prices (if applicable):** Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.

3.11.3 **Contractor shall provide at contractor's own expense all labor, materials, condensing units, cages, supplies and tools, line sets and all fittings and any additional items not identified in this statement but are a part the project requirement.**

3.12 **Taxes:** HABD, as a governmental entity, is exempt from Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to the awarded Contractor. This exemption only applies to HABD not the Contractor.

3.13 **Delivery:** All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.

3.13.1 The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that HABD may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

3.14 **Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.**

3.15 **TYPE OF CONTRACT:** A two hundred and seventy-three (273) days firm fixed contract with the option to extend for an additional year at the sole discretion of HABD.

3.16 **BONDING:**

3.16.1 **Bonding:** All Surety Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better by A. M. Best. Acceptable Payment & Performance Bonds shall be provided to HABD within ten (10) days after Contract execution by both parties. Individual Surety Companies will not be accepted.
3.16.2 Bid Bond:

HABD requires a Bid Bond for this bid in the amount of 5% of the Base Bid but in no event more than ten thousand dollars ($10,000). Bid Bonds shall be submitted with the bid, if not received as stated bid will be rejected.

3.16.3 Performance Bond:
The Contractor must provide HABD a 100% Performance Bond for total contract value, however if the Contractor is unable to acquire the equitable bonding that is acceptable to HABD within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.

3.16.4 Payment Bond:
The Contractor must provide HABD a 100% Payment Bond for each Project Contract executed by HABD, however if the Contractor is unable to acquire the equitable bonding that is acceptable to HABD within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.

3.16.5 Notice to Proceed:

Start work date will be determined by the HABD Construction Manager and Contractor’s Manager. Contractor shall not begin work until a Notice to Proceed is received from HABD signed by the contracting officer.

3.17 COMMUNICATIONS:

3.17.1 Form: All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.

3.17.2 Notice to Contractor: Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract.

3.17.3 Notice to HABD: All notification papers required to be delivered to HABD or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to HABD at 1826 3rd Avenue South Birmingham, AL 23233.

3.17.4 Receipt: Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

3.18 Calculations: The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: demolition, disposal, preparation, installation, overhead, profit, bonding,
general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted Unit Price Items must include these variables. HABD shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.

3.18.1 Estimated Quantities: Any quantities provided herein are strictly estimates unless specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by HABD.

3.19 Project Occupancy: For the purposes of this solicitation the development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other Contractors working on-site. Proposers must include these variables in their proposed fees. HABD shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.

3.20 Time for Completion: The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within two hundred and seventy-three (273) days with the option to extend for an additional time at the sole discretion of HABD.

3.21 Safety: Subject to prior approval by HABD as to size, design, type and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

3.22 Builders Risk: Contractor are required to acquire Builder's Risk Insurance for any project or projects resulting from this solicitation. In any case HABD will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project or any other coverage normally covered under Builder's Risk Insurance.

3.23 Storage: The Contractor and his/her subcontractors may maintain with approval by the HABD Property & Construction Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with HABD regarding the location(s) of these facilities.

3.24 Removal of Temporary Facilities: Upon completion of the project, or as directed by HABD, the Contractor shall remove all temporary structures and facilities they installed from the site and leave the premises in equal or better condition than it was at turnover.

3.25 Final Inspection:

3.25.1 Notice: The Contractor shall provide prompt written notification to HABD when all work is completed. A final project inspection shall be made when all work is
completed. Until the final inspection has been made and project accepted by HABD, HABD shall not advance any of the retainage or make the final payment to the Contractor without the approval and concurrence of the Contracting Officer.

3.25.2 Inspection Date: Upon receipt of the Contractor’s notification of the date when the work has been completed, HABD shall conduct a final Inspection within ten (10) calendar days.

3.25.3 Inspection Participants: The final inspection shall be conducted by a HABD and the Contractor’s representative at a minimum.

3.25.4 Inspection Conference: The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with these specifications and produce a Punch List Schedule which describes any minor items of incomplete or unsatisfactory work and document if there are any major deficiencies which must be corrected by the Contractor and additional inspections scheduled prior to contract settlement.

3.26 Settlement Documents: The settlement document shall state that the work was completed in accordance with the construction documents, including change orders except any minor items identified on HABD’s proposed certificate of completion, the total amount due the Contractor and a separately stated amount for each unsettled claim against HABD. It shall also state that HABD is released of all liens and all claims except those expressly stated in the Contractor’s release and that wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages, materials, or supplies.

3.27 Wage Rate: This project requires that the applicable Davis Bacon and Related Acts Wage Rates (Attachment P) be paid. This will also subject the Contractor to filing a certified payroll (Form WH 347, Attachment Q).

4.0 CONDITIONS TO PROPOSE:

4.1 Pre-Qualification: Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, (Attachment C). Failure by the prospective Bidder to provide the requested information may, at HABD’s discretion, eliminate that Bidder from consideration, provided that all bidders were required to submit the same information.

4.2 IFB Forms, Documents, Specifications and Drawings:

421 It shall be each Bidder’s responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.

422 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to
illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.3 Submission and Receipt by HABD:

431 Time for Receiving Bids: Bids received prior to the submittal deadline shall be securely kept, unopened, by HABD. No bid received after the designated deadline shall be considered.

431.1 Bidders are cautioned that any bid submittal that is time-stamped as being received by HABD after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to HABD or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

431.2 A total of one (1) electronic, one (1) original signature copy (marked “Original”) and 1 exact copy (marked “Copy”) shall be forwarded to the Procurement Office, with the Bidder's name and return address and addressed as follows:

IFB #20-04 “HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community”.
Bids Due Date: November 29, 2019
{General Contractors License Number}
The Housing Authority of the Birmingham District
Attn: Carl M. Edwards, Procurement Manager
Procurement Office
1826 3rd Avenue South
Birmingham, AL 35233

4.3.2 Withdrawal of Bids: Bids may be withdrawn as detailed in attached HUD Document (Attachment J).

4.3.5.1 Procedure to withdraw bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by HABD unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HABD, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HABD retains the right to accept or reject any proposed withdrawal for a mistake.
4.4 Questions/Inquires:

441 A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least ten (10) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. HABD reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder's request.

442 Bidders must propose services that meet the requirements of the IFB documents. Substitutions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the HABD officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF BID: The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for award.

5.1 Tab 1, Form of Bid, Bid Fee Sheet, and Bidder's Certification: These Forms are attached hereto as (Attachment B) to this IFB document. These Forms must be fully completed, and submitted under this tab.

5.2 Tab 2, HUD Forms and Required Forms: These Forms are attached hereto as (Attachment D – Y) to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

5.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as (Attachment C) to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

5.4 Tab 4, Client Information: The Bidder shall submit three former or current clients, preferably other than HABD, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

5.4.1 The client’s name;
5.4.2 The client’s telephone number and address,
5.4.3 Description of services provided to the client, and
5.4.4 Date of services

5.4 Tab 5, Joint Venture/Partnerships: The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information
required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/NO PARTNERS".

5.5 **Tab 6, Subcontractors:** Bidders must also provide HABD with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon HABD's prior written approval, and bidder remains responsible to HABD for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this IFB".

5.6 **Tab 7, Section 3 Business Preference:** Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom the Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are the Bidders employees.

5.7 **Tab 8, Financial Viability and Other Information:** Financial ability to provide such services to include copies of the most recent financial statements and audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.

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

6.0 **MISTAKE IN BID**

6.1 After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

6.2 **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

6.2.1 If the forms furnished by HABD are not used or are altered or if the bid costs are not submitted as required and where provided.

6.2.2 If all requested completed attachments do not accompany the bid submittal.

6.2.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.
6.2.4 If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.3 Disqualification of Bidders: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:

6.3.1 Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with HABD until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

6.3.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).

6.3.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

6.3.4 Unsatisfactory performance record as shown by past work for HABD or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

6.3.5 Incomplete work, which in the judgment of HABD, might hinder or prevent prompt completion of additional work, if awarded.

6.3.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

6.3.7 Failure to comply with any qualification requirements of HABD.

6.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by HABD) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.

6.3.9 As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Alabama and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to HABD within 10 days of contract signature.

6.3.10 Any reason determined, in good faith, to be in the best interests of HABD.

6.4 Award of Bids(s): Award of Bid(s): Bidders shall be recommended for award if they are deemed responsive and responsible and provide the lowest cost to HABD.
7.0 **INSURANCE**: If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HABD within 10 days of contract signature (See Below Section):

<table>
<thead>
<tr>
<th>Professional Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Automobile Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$500,000 combined Single limit, per occurrence</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers Compensation and Employer's Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>Statutory $500,000 bodily injury for each accident</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>$1,000,000 per accident $2,000,000 aggregate</td>
</tr>
</tbody>
</table>

8.0 **INVOICING:**

8.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid or best and final offer as accepted by HABD.

8.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the schedule of value, contract number (if applicable), date of service, and address of service location or delivery address.

8.3 If applicable, HABD may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. HABD may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

8.4 If offered by Contractor, HABD seeks a discount for early payment. HABD shall only take such a discount if earned. Unless utilizing a progress payment schedule invoices shall be sent to the following address:

**HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)**

Page 19
9.0 RIGHT TO PROTEST:

9.1 Rights: Any prospective or actual proposer or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

9.1.1 Definition: An alleged aggrieved “protestant” is a prospective proposer or proposer who feels that he/she has been treated inequitably by HABD and wishes HABD to correct the alleged inequitable condition or situation.

9.1.2 Eligibility: To be eligible to file a protest with HABD pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. HABD has no obligation to consider a protest filed by any party that does not meet these criteria.

9.2 Procedure: Any actual or prospective contractor may protest the award of a contract for material violation of HABD’s procurement policy. In the event a bidder or offerer protests an award or decision to award a contract and files that protest in writing within ten working days after the award, the President/CEO will respond to such protest by certified mail, return receipt requested, within ten working days from the date of receipt of the written protest. If not received within ten calendar days after contract award the protest will not be considered. The response will state the reasons for the action taken and advise the protestor that all records concerning the disputed award are available for inspection. All protests shall be marked and sent to the address as listed in the example below:

PROTEST OF IFB NO. 20-04
Housing Authority of the Birmingham District
Procurement Office
1826 3rd Avenue North,
Birmingham, AL 35233

10.0 DISPUTES UNDER THE CONTRACT:

10.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty
days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

11.0 ADDITIONAL CONSIDERATIONS:

11.1 Government Standards: It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety OSHA) and environmental control (EPA and Jefferson County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

11.2 Work on HABD Property: If the successful Bidder's work under the contract involves operations on HABD premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HABD.

11.3 Estimated Quantities: Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HABD does not guarantee any minimum purchase quantity.

11.4 Official, Agent and Employees of the HABD Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HABD in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.5 Subcontractors: Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of HABD. Also, any substitution of subcontractors must be approved in writing by HABD prior to their engagement.
11.6 **Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.7 **Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.8 **Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.9 **Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.10 **Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HABD may pursue compensatory and/or liquidated damages under the contract.

11.11 **Limitation of Liability:** In no event shall HABD be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

11.12 **Indemnity:** The Contractor shall indemnify and hold harmless HABD and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HABD. CONTRACTOR ACKNOWLEDGES AND AGREES
THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HABD. Contractor shall indemnify and hold harmless HABD, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

11.13 Public/Contracting Statutes. HABD is a governmental entity as that term is defined in the procurement statutes. HABD and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

11.14 Termination: Any contract resulting from this IFB may be terminated under the following conditions:

11.14.1 Consent: By mutual consent of both parties, and

11.14.2 Termination For Cause: As detailed within the attached HUD Forms.

11.14.2.1 HABD may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from HABD, fails to correct such failures within seven (7) days or such other period as HABD may authorize or require.

11.14.2.1.1 Upon receipt of a notice of termination issued from HABD, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by HABD in the notice of termination.

11.14.2.1.2 HABD may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

11.14.3 Termination for Convenience: In the sole discretion of the Contracting Officer, HABD may terminate any and all contracts resulting from this IFB in whole or part upon 30 days prior notice to the Contractor when it is determined to be in the best interest of HABD.

11.14.4 The rights and remedies of HABD provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

11.14.5 In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, HABD shall retain ownership of all work products
including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HABD any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

11.15 Examination and Retention of Contractor's Records: HABD, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

11.16 Inter-local Participation: HABD may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HABD's purchasing power. At HABD's sole discretion and option, HABD may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

11.16.1 In no event shall HABD be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HABD shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

11.16.2 Purchase orders shall be submitted to Contractor by the individual Entity.

11.16.3 HABD shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HABD.

11.17 Right to data and Patent Rights: In addition to other ownership & use rights HABD shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

11.18 Lobbying Certification: By proposing to do business with HABD or by doing business with HABD, each Bidder certifies the following:

11.18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

11.18.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.18.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

11.19 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

11.19.1 Executive Order 11246
11.19.2 Executive Order 11063
11.19.3 State Bid Law
11.19.4 Copeland "Anti-Kickback" Act (18 USC 874)
11.19.5 Davis Bacon Act (40 USC 276a-276a-7)
11.19.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
11.19.7 Contract Work Hours & Safety Standards Act (40 USC 327-330)
11.19.9 Civil Rights Act of 1964, Title VI (PL 88-352)
11.19.10 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
11.19.11 Age Discrimination Act of 1975
11.19.13 HUD Information Bulletin 909-23
11.20 Additional Information: Each provision of law and each clause, which is required
by law to be inserted in this IFB or any contract, shall be deemed to have been
inserted herein, and this IFB and any resulting contract shall be read and enforced
as though such provision or clause had been physically inserted herein. If, through
mistake otherwise, any such provision is not inserted or is inserted incorrectly, this
agreement shall forthwith be physically amended to make such insertion or
correction upon the application of either party. The fore-mentioned statutes, regulations
and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

11.22 Conflicting Conditions: In the event there is a conflict between the documents
comprising this IFB and any resulting contracts, the following order of precedence
shall govern: (1) the more restrictive terms of either: any and all attached HUD
forms and the term/conditions in the body of any resulting contract; (2) the IFB;
and (3) Contractor’s Response. In the event that a conflict exists between any
state statute or federal law the most restrictive terms shall apply.

11.23 Contract Form: HABD will not execute a contract on the successful Bidder’s form.
Contracts will only be executed on HABD’s form. By submitting a proposal, the
successful Bidder agrees to this condition. However, HABD will consider any
contract clauses that the Bidder wishes to include therein, but the failure of
HABD to include such clauses does not give the successful Bidder the right to
refuse to execute HABD’s contract form. It is the responsibility of each prospective
Bidder to notify HABD, in writing, with the bid submittal of any contract clauses
that he/she is not willing to include in the final executed contract. HABD will
consider such clauses and determine whether or not to amend the Contract.

11.24 Force Majeure: Neither HABD nor Contractor shall be held responsible for delays
or default caused by fire, flood, riot, acts of God or war where such cause was
beyond, respectively, HABD or Contractor’s reasonable control. Contractor shall
make all reasonable efforts to remove or eliminate such a cause of delay or default
and shall, upon the cessation of the cause, diligently pursue performance of its
obligations under this Agreement.

Remainder of this page left blank intentionally.
INVITATION FOR BIDS (IFB) NO. 20-04 HVAC Condenser Unit Relocation at the
HABD Elyton Village Housing Community

HVAC Condenser Unit Relocation at the HABD
Elyton Village Housing Community

Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

Lump Sum Base Bid: HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community as specified:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Amount</th>
<th>Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Base Bid</td>
<td>$780,179.28</td>
<td>273 days</td>
</tr>
</tbody>
</table>

Note: A Cost Breakdown must be submitted for this project.

Signature & Addenda Acknowledgements

Addendum #1 Date 1/13/2020
Addendum #2 Date 1/13/2020
Addendum #3 Date 1/13/2020

Clifford Safford
Signature
1/13/2020

Clifford Safford
Printed Name

Safford Building Company, LLC
Company

saffordbuilding.com @q-t.net
E-mail address if available

(205) 224-5935
Phone

(205) 224-5936
Fax

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
INVITATION FOR BIDS (IFB) NO. 20-04 HVAC Condenser Unit Relocation at the 
HABD Elyton Village Housing Community

Bidder's Certification
By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

3. 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,

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: 

(Signature)
(Print Name)

(Print Company Name)

(Company Phone)

(Fax)

(Email Address)

(Date)

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
INVITATION FOR BIDS (IFB) NO. 20-04 HVAC Condenser Unit Relocation at the
HABD Elyton Village Housing Community

FORM OF BID

(This Form must be fully completed and placed under Tab #1 of the bid submittal.)

INSTRUCTIONS: The items listed as required below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Bidder's Statement noted on the subsequent page:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Checklist</th>
<th>Attachment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>This IFB Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specifications</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>Bid Cost Form (Submission Required)</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Profile of Firm Form (Submission Required)</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>Non-Collusive Affidavit (Submission Required)</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>HABD Certification of Non-Discrimination (Submission Required)</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td>Section 3 Clause Acknowledgement</td>
</tr>
<tr>
<td>G</td>
<td></td>
<td>Section 3 Business Concern Self - Certification Form (Submission required if applicable)</td>
</tr>
<tr>
<td>H</td>
<td></td>
<td>Section 3 Assurance of Compliance and Action Plan (Submission Required)</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>Contract Data Collection Sheet (Submission Required)</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>HUD 5369 instructions to Bidders for Contracts</td>
</tr>
<tr>
<td>K</td>
<td></td>
<td>Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders (Submission Required)</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>Form HUD-5370 (01/31/2014), General Conditions for Construction Contracts Public Housing Programs</td>
</tr>
<tr>
<td>M</td>
<td></td>
<td>Form HUD 92010 Equal Employment Opportunity Certification (Submission Required)</td>
</tr>
<tr>
<td>N</td>
<td></td>
<td>Form HUD 50070 Certification of a Drug-Free Work Place (Submission Required)</td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>E-Verify Form -- Contractor's Affidavit (Submission Required)</td>
</tr>
<tr>
<td>P</td>
<td></td>
<td>Davis Bacon Wage Determination -- State of Alabama</td>
</tr>
<tr>
<td>Q</td>
<td></td>
<td>WH-347 Certified Payroll Form</td>
</tr>
<tr>
<td>R</td>
<td></td>
<td>Form HUD 4010 Federal Labor Standards</td>
</tr>
<tr>
<td>S</td>
<td></td>
<td>Form HUD 51000 Schedule of Amounts for Contract Payments</td>
</tr>
<tr>
<td>T</td>
<td></td>
<td>Form HUD 51001 Periodic Estimate for Partial Payments</td>
</tr>
<tr>
<td>U</td>
<td></td>
<td>Form HUD 51002 Schedule of Change Orders</td>
</tr>
<tr>
<td>V</td>
<td></td>
<td>Form HUD 51003 Schedule of Materials Stored (to support partial Payment Form)</td>
</tr>
<tr>
<td>W</td>
<td></td>
<td>Form HUD 51004 Summary of Materials Stored (to summarize value of materials)</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Form HUD 5372 Construction Progress Schedule</td>
</tr>
<tr>
<td>Y</td>
<td></td>
<td>Form 2992 Certification Regarding Debarment and Suspension (Submission Required)</td>
</tr>
<tr>
<td>Z</td>
<td></td>
<td>Supplementary Conditions of the Contract for Construction</td>
</tr>
<tr>
<td>AA</td>
<td></td>
<td>Certification of Payments to Influence Federal Transactions</td>
</tr>
<tr>
<td>BB</td>
<td></td>
<td>Payment/Performance Bonds Forms</td>
</tr>
<tr>
<td>CC</td>
<td></td>
<td>Form of Advertisement for Completion</td>
</tr>
</tbody>
</table>

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
Are you claiming a Section 3 business preference?  

YES  NO

If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 7.

Remainder of this page left blank intentionally.
Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

Lump Sum Base Bid: HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community as specified:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Amount</th>
<th>Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Base Bid</td>
<td>$1,003,974</td>
<td>273 days</td>
</tr>
</tbody>
</table>

Note: A Cost Breakdown must be submitted for this project.

Signature & Addenda Acknowledgements

Addendum #1

Addendum #2

Addendum #3

Signature

Date 1/14/2020

Steve Pickle

Printed Name

Trawick Contractors, Inc.

Company

Pickle@Trawickco.com

E-mail address if available

205-5912083

Phone

205-591-2197

Fax

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
INVITATION FOR BIDS (IFB) NO. 20-04 HVAC Condenser Unit Relocation at the
HABD Elyton Village Housing Community

Bidder's Certification
By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

3. 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,

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: [Signature]
(Print Name)

Trawick Contractors, Inc. 205-591-2083
(Print Company Name) (Company Phone)

Pickle@trawickco.com
(Email Address)

205-591-2197
(Fax)

1-13-2020
(Date)

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
INVITATION FOR BIDS (IFB) NO. 20-04 HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community

HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community

Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

Lump Sum Base Bid: HVAC Condenser Unit Relocation at the HABD Elyton Village Housing Community as specified:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Amount</th>
<th>Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Base Bid</td>
<td>$1,381,250.36</td>
<td>273 days</td>
</tr>
</tbody>
</table>

Note: A Cost Breakdown must be submitted for this project.

Signature & Addenda Acknowledgements

Addendum #1: Date 11/13/2019
Addendum #2: Date 12/11/2019
Addendum #3: Date 12/13/2019

Patricia G. Sigers
Signature

Patricia G. Sigers
Printed Name

Goudy Construction, Inc.
Company

psigers@goudyconstructioninc.com
E-mail address if available

(205) 229-9864
Phone

205-277-9890
Fax

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
INVITATION FOR BIDS (IFB) NO. 29-04 HVAC Condenser Unit Relocation at the
HABD Elyton Village Housing Community

Bidder's Certification
By signing below, Bidder certifies that the following statements are true and
correct:

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended
or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

3. 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,

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid
Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and
conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time thereafter any economic opportunity,
future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with
this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for
such firm, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated
directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code
which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence
an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an
employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding
of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any
cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: Patricia G. Sigers
(Print Name)
Goudy Construction Inc. 205-227-9864 205-277-988
(Print Company Name) (Company Phone) (Fax)
psigers@goudyconstructioninc.com (Email Address) 12/13/2019 (Date)

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
3417 Davey Allison Blvd.
Hueytown, Al. 35023

Project 20-04  HVAC Condenser Unit Relocation @ Elyton Village

Cost Break Down (Materials, Labor, Equipment, etc. All included for a finish product

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condensers &amp; Installation (3,300 X 197)</td>
<td>650,100.00</td>
</tr>
<tr>
<td>Cages &amp; Installation (550 X 197)</td>
<td>108,350.00</td>
</tr>
<tr>
<td>Master Locks (2/cages) 23.82 X 394</td>
<td>9,385.08</td>
</tr>
<tr>
<td>Concrete Pads (525 X 197)</td>
<td>103,425.00</td>
</tr>
<tr>
<td>Electrical (550 X 197)</td>
<td>108,350.00</td>
</tr>
<tr>
<td>Dumpster (475 X 35)</td>
<td>16,625.00</td>
</tr>
<tr>
<td>Generator &amp; Fuel 85 X 32 weeks</td>
<td>2,720.00</td>
</tr>
<tr>
<td>Storage Containers (2) 350 X 32 weeks</td>
<td>11,200.00</td>
</tr>
<tr>
<td>Superintendent 1500 X 32 weeks</td>
<td>48,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,058,155.08</strong></td>
</tr>
<tr>
<td>Permits</td>
<td>12,697.86</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,070,852.94</strong></td>
</tr>
<tr>
<td>Overhead 10%</td>
<td>107,085.29</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,177,938.23</strong></td>
</tr>
<tr>
<td>Profit 10 %</td>
<td>117,793.82</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,295,732.05</strong></td>
</tr>
<tr>
<td>Contingency Allowance 4%</td>
<td>51,829.28</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,347,561.33</strong></td>
</tr>
</tbody>
</table>
3417 Davey Allison Blvd.
Hueytown, Al. 35023

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds (2.5%)</td>
<td>33,689.03</td>
</tr>
<tr>
<td>Total Bid Amount</td>
<td>1,381,250.36</td>
</tr>
<tr>
<td>Allowance # 1 Construction Contingency</td>
<td>51,829.28</td>
</tr>
<tr>
<td>Alternate # 2 Delete Phase 2 (48 Apartments)</td>
<td>1,044,701.58</td>
</tr>
<tr>
<td>Alternate # 3 Delete Phase 3 (68 Apartments)</td>
<td>904,473.18</td>
</tr>
</tbody>
</table>
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

REQUEST FOR BOARD ACTION

APPROVAL OF AWARD OF CONTRACT FOR AGENCY ON-CALL HVAC SERVICES

February 20, 2020

INTRODUCTION
The Housing Authority of the Birmingham District (HABD) requested bids from qualified firms or individuals to provide On-Call HVAC Services at various Housing Communities, located throughout the City of Birmingham also HABD’s Central Administration Office and Leased Housing/Section 8 Office.

Requested services will be performed by two (2) contractors to expedite the response time for each location that requires On-Call HVAC Services, contractors will be identified as primary and alternate. The contractors shall furnish all labor, parts, materials, supplies, equipment and transportation required to provide on-call HVAC services and repairs. The work includes the performance of routine and emergency HVAC services to include but not limited to installations, repairs, upgrades or replacements. All work must be completed in a good and workmanlike manner.

PURPOSE / OBJECTIVE
The purpose of this request is to obtain approval to proceed with awarding contracts for On-Call HVAC services.

DESCRIPTION / JUSTIFICATION
A Request for Proposal (RFP) was published. The RFP was mailed to eighty (80) firms or individuals and six (6) business organizations, posted in the HABD Central Office, advertised in the Birmingham News, The Birmingham Times and posted on the HABD website.

Two (2) firms submitted bids in response to the IFB. DeMotte Heating & Cooling submitted a regular business hour rate of $80.00 with after-hours rate of $100.00 and submitted a responsive and responsible bid. H & E Heating and Air, LLC submitted a regular business hour rate of $90.00 with after-hours rate of $135.00 and submitted a responsive and responsible bid. Management recommends award of a contract to DeMotte Heating & Cooling to provide On-Call HVAC Services as the primary. An award of a contract is also recommended for H & E Heating and Air, LLC to provide On-Call HVAC Services as the alternate.

POLICY IMPACT
None

ECONOMIC IMPACT / FUNDING SOURCE
The source of these funds is the Conventional Operating Budget for each Property.

ATTACHMENTS
Bid tabulation
Copy of submitted bid,
List of firms that were mailed a copy of the RFP
Copy of RFP
ALTERNATIVES
The Board may reject this proposal or review other options.

RECOMMENDATION
The President/CEO recommends that the Board approves this request.

CERTIFICATION
The requested action conforms with applicable legal, policy and regulatory requirements.

CARL M. EDWARDS
Director of Procurement

DONTRELLE YOUNG-FOSTER
VP of Special Projects and Support Services

MICHAEL O. LUNDY
President/CEO
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

RESOLUTION NO. 2020-12481

Resolution Approving Contract for Agency On-Call HVAC Services:
RESOLVED by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to enter into a contract with DeMotte Heating and Air for Agency On-Call HVAC Service as the primary.

RESOLVED FURTHER, by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to enter into a contract with H & E Heating and Air, LLC for Agency On-Call HVAC Services as the alternate.

Adopted this 20th day of February 2020.

Attest:

__________________________   ____________________________  
Chairperson               Michael O. Lundy, Secretary
## Tabulation for IFB 20-02
### On-Call HVAC Services

**Date:** January 2, 2020  
**Time:** 10:00 am

<table>
<thead>
<tr>
<th>Requirement</th>
<th>DeMotte Heating and Cooling</th>
<th>H &amp; E Heating and Air, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Sheet</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Section 3 Clause</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Section 3 Business Concern Self-Certification</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Section 3 Assurance of Compliance and Action Plan</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Non-Collusive Affidavit</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>E-Verify</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 5370-C</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 5399-A</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 2992</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 50070 Certification of Drug Free Workplace</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 92010 Equal Employment Opportunity</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>HUD 50071 Certification of Payments</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Certificate of Non Discrimination</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td><strong>Primary</strong></td>
<td><strong>Alternate</strong></td>
</tr>
<tr>
<td>Regular Business Hours Rate</td>
<td>$80.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>After-Hour Rate</td>
<td>$100.00</td>
<td>$135.00</td>
</tr>
</tbody>
</table>

1. 1138 Lake Drive Southeast Bessemer, AL 35202  
2. P.O. Box 11 Adamsville, AL 35005

I certify this to be a true and correct tabulation of all bids received for this project.  
Carl M. Edwards, Director of Procurement
INVITATION FOR BIDS (IFB) NO. 20-02 On-Call HVAC Services

IFB 20-02
On-Call HVAC Services
Bid Price Sheet

(Page 1 of 2)

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

<table>
<thead>
<tr>
<th>Hourly Rate for HVAC Services</th>
<th>Regular Business Hours</th>
<th>After Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Master HVAC Technician</td>
<td>$ 90.00 per Hour</td>
<td>$ 135.00 per Hour</td>
</tr>
<tr>
<td>Hourly Rate for Journeyman HVAC Technician</td>
<td>$ 75.00 per Hour</td>
<td>$ 112.50 per Hour</td>
</tr>
</tbody>
</table>

NOTE: Cost for Apprentices and Labor personnel must be included in the above hourly fee. HABD will not pay additional fees for Apprentices and Labor personnel that accompany the Journeyman and Master HVAC Technician to the job site. HABD will not pay trip fees or service charges. All fees must be included in the hourly cost listed above.

Percentage added to Contractor's cost of parts ______ 35% for profit and handling.

Contractor shall provide to HABD proof of cost for any part upon request. Contractor shall supply proof within three (3) business days of request or HABD shall not be obligated to pay for the part.

Signature & Addenda

Acknowledgements

Addendum #1 [Signature] Date 9-24-2019
Addendum #2 [Signature] Date 9-24-2019

[Signature] 9-24-2019

Printed Name [Name]
Company [Company Name]

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
HE heatingandair@ymcmb.com
E-mail address if available

(205) 789-2848
Phone

N/A
Fax
HVAC/General Contractors Mailing List

DeMotte Heating and Air
1138 Lake Drive S.E.
Bessemer, AL 35022
Attn: Boyce DeMotte

Supreme Clean LLC
P.O. Box 130028
Birmingham, AL 35213
Attn: Veronica Bell

Apollo Plumbing and Heating, Inc.
2533 6th Place NW
Birmingham, AL 35232

Service Tech, Inc.
441 University Blvd
Birmingham, AL 35205
Attn: Annette Vines

D & D Mechanical, Inc.
2417 Eufaula Avenue
Birmingham, AL 35208

Sentry heating and Air Conditioning
2490 Rocky Ridge Road
Vestavia Hills, AL 35243

InterTech Construction
3615 5th Ave South
Birmingham, AL 35222
Attn: Toby Langley

Goudy Construction
1701 Quail Ridge Drive
Gardendale, AL 35071
Attn: Patricia Sigers

Zoser Construction
515 1st Ave N.
Bessemer, AL 35020
Attn: James E. Spates

Sullivan Services Co.
1619 2nd Avenue South
Birmingham, AL 35233
Attn: Dennis Fuller

Trawick Contractors
4740 Powell Avenue
Birmingham AL 35222
Attn: Dan Trawick Jr.

McWhorter and Co. Inc.
10E, 4th St.
Anniston, AL 36201
Attn: Thomas Brock, Robert Kay, Earlon McWhorter

Dunn Construction
3905 Messer Airport Hwy
Birmingham, 35222
Attn: Craig Fleming

Saliba Construction Co. Inc
1147 North Park Ave.
Dothan, AL
Attn: Richard Saliba, Mike Palmer, Jane Saliba

Cinch Inc.
524 4th Ave North
Birmingham, AL 35204
Attn: Michael Raby

United Construction Services
290 Regency Park Drive
Alabaster, AL 35007
Attn: Dewayne Miller

C Development Construction
205 20th St N Se 1006
Birmingham, AL 35203
Attn: Clay Grady

Smith & Elliot Builders, Inc.
9340 Helena Rd Ste F310
Birmingham, AL 35244
Attn: Steve Elliot

DEC Construction Company
1301 Commerce Street
Birmingham, AL 35217
Attn: Candice Kilgo

Reddot Enterprize
3200 Wenonah Rd
Birmingham, AL 35211
Attn: Tony Patterson

C.G.C./ DBA Caps General Contractor
4208 Hill St
Brighton, AL 35020
Attn: Kelvin W. Johnson Sr

Glendon Prewitt Contractor, Inc.
228 14th Street, Ste 104A
Tuscaloosa, AL 35401
Attn: Glendon Prewitt

S. Rolin Inc.
898 Green Rd
Atmore, AL 36502
Attn: Stephanie Rolin

Keeton General Contractors Ii
1019 18th St S
Birmingham, AL 35205

Brasfield & Gorrie
3021 7th Avenue South
Birmingham, AL 35233

Red Mountain Associates
1608 13th Ave S
Birmingham, AL 35205

WLRS Inc.
2224 4th Ave S
Birmingham, AL 35233
Dunn Building Co. LLC  
20901 Columbiana Rd., Ste. 2200  
Birmingham, AL 35216  
Attn: Andrew Edwards

Roger & Willard Inc.  
3005 Mill St.  
Mobile, AL 36607  
Attn: Michael Rogers Jr. or Steven Willard

Ben M. Radcliff Contractors Inc.  
3456 Halls Mill Rd.  
Mobile, AL 36693  
Attn: Ben Radcliff, Jr.

Case Construction, LLC  
56 Midtown Park W.  
Mobile, AL 36606  
Attn: Stephen Case

Marshall Design-Build, LLC  
4437 Atlanta Hwy.  
Montgomery, AL 36109  
Attn: Mitchell Marshall, Travis Marshall or Chet Marshall

Cooper Brothers Construction Co. Inc.  
3005 Citizens Pkwy.  
Selma, AL 36701  
Attn: Thomas Bolton

Bear Brothers Inc.  
39 E. Jefferson St.  
Montgomery, AL 36104  
Attn: Clyde Bear or Rush Stallings

Murray Building Co.  
2010 Linden Ave. Ste. 200  
Birmingham, AL 35209  
Attn: Daniel Murray

Hallmark Builders Inc.  
2801 Old 280 Court  
Birmingham, AL 35243  
Attn: Mark Hallmark

Russell Construction of AL Inc.  
1616 Mt. Meigs Rd.  
Montgomery, AL 36107  
Attn: Steve Russell

Conner Bros. Construction Co. Inc.  
739 Opelika Rd.  
Auburn, AL 36830  
Attn: J. Ab Conner, Donald Conner

Syms Contractors  
P.O. Box 12104  
Birmingham AL 35202  
Attn: Jimmy Sims

Argo Building Company  
4501 7th Avenue-Wylam  
Birmingham, AL 35224

Metro D Construction  
P.O. Box 1139  
Talladega AL 35161  
Attn: Cindy Strickland

A. G. Gaston Construction  
310 18th Street North  
Birmingham, Alabama 35203  
Attn: Walter Howlett Jr

Len-Dow Inc.  
2405 Pentland Drive  
Birmingham, AL 35235  
Attn: Allen Tucker

Capstone Building Corporation  
3415 Independence Drive  
Birmingham, AL 35209  
Attn: Jay Chapman
Doster Construction Company  
2100 International Park  
Birmingham, AL 35243  
Attn: Mr. Walter Doster

General Services & Construction  
1625 2nd Ave S  
Birmingham, AL 35233

Golden & Associates Construction  
2212 1st Ave S  
Birmingham, AL 35233

Gray Company  
2204 1st Ave S Ste 101  
Birmingham, AL 35233

HC Jackson Company Contractors  
1025 23rd St S  
Birmingham, AL 35205

Apex Construction Partners  
104 23rd St S  
Birmingham, AL 35233

C & C Construction  
1117 22nd St S  
Birmingham, AL 35205

Birmingham Regional Chamber of Commerce  
505 North 20th Street Suite 200  
Birmingham, Alabama 35203  
Attn: Executive Director

The Birmingham Construction Industry Authority  
601 37th Street South  
Birmingham, Alabama 35222

Central Alabama Women’s Business Ctr  
505 North 20th Street Suite 200  
Birmingham, Alabama 35203  
Attn: Executive Director

Enterprise Community Incubator  
Post Office Box 39841  
Birmingham, Alabama 35208  
Attn: Mr. Charles Arline

Birmingham Business Resource Center  
110 12th Street North  
Birmingham, Alabama 35203  
Attn: Mr. Robert Dickerson

Robins & Morton  
400 Shades Creek Pkwy  
Birmingham, AL 35209  
Attn: Mr. Bill Morton

Hoar Construction, LLC  
Two Metroplex Dr., Ste. 400  
Birmingham, AL 35209  
Attn: Mr. Robert Burton

B.L. Harbert International  
820 Shades Creek Pkwy  
Birmingham, AL 35209  
Attn: Mr. Billy Harbert

Turner Construction  
336 James Record Rd.  
Huntsville, AL 35824  
Attn: Mr. Peter Davoren  
John DiCiurcio, John Gromos

Caddell Construction Co. Inc.  
2700 Lagoon Park Dr.  
Montgomery, AL 36109  
Attn: John Caddell, B.E. Stewart

White-Spunner Construction, Inc.  
2010 W. 1-65 Service Rd. S.  
Mobile, AL 36693  
Attn: John White-Spunner, Mike Fitzgerald

M.J. Harris Construction Services, LLC  
One Riverchase Ridge  
Birmingham, AL 35244  
Attn: Mr. Michael Harris

Gray Construction  
2N. 20th St., Ste. 100  
Birmingham, AL 35233  
Attn: Brian Jones

Rabren General Contractors, Inc.  
139 Lee Rd. 15  
Auburn, AL 36830  
Attn: Mr. Mike Rabren, Matt Rabren

Fite Building Co. Inc.  
3116 Sexton Rd. SW, Ste. A  
Decatur, AL 35603  
Attn: Mr. Jack Fite

DeAngelis Diamond Healthcare Group, LLC  
1800 International Park Dr. Ste. 10  
Birmingham, AL 35243  
Attn: Reggie Morgan, Robert Young

Bailey-Harris Construction Co. Inc  
1552 Bailey Harris Dr.  
Auburn, AL 36830  
Attn: Allen Harris

Gary C. Wyatt General Contractor  
4527 Southlake Pkwy  
Birmingham, AL 35244  
Attn: Gary Wyatt

Goodgame Co. Inc.  
2311 3rd Ave. S.  
Pell City, AL 35128  
Attn: W.A. Goodgame

Rives Construction Co. Inc.  
5200 Grantswood Rd.  
Irondale, AL 35210  
Attn: Vaughn Rives, Mark Rives

Bradford Building Co. Inc  
2151 Old Rock Ridge Rd., Ste. 100  
Birmingham, AL 35216  
Attn: Kevin Kynerd

Rod Cooke Construction Inc.  
3496 Halls Mill Rd  
Mobile, AL 36693  
Attn: Rod Cooke
**Subcontractor's List**

**Hardy Corp.**  
430 12th St. S.  
Birmingham, AL 35233  
Attn: Thomas Cordell, Keith Marbury, Wayne Matthews

**All South Subcontractors Inc.**  
2678 Queenstown Rd.  
Birmingham, AL 35210  
Attn: John Stewart

**Superior Mechanical Inc**  
3700 Fifth Court N.  
Birmingham, AL 35222  
Attn: Richard H. Drennen, Rodney C. King

**Associated Mechanical Contractors, Inc.**  
248 S. Lewis St.  
Montgomery, AL 36107  
Attn: Evan Adams, Zachary Adams or Andrew Duncan

**M&D Mechanical Contractors Inc.**  
P.O. Box 2629  
Decatur, AL 35602  
Attn: Alan Schollian, Rodney Ferguson, Bobby Allfrey

**Brown Mechanical Contractors, Inc.**  
3212 6th Ave. S.  
Birmingham, AL 35222  
Attn: L.F. Pierce Jr., Debby Brittain, Leigh Ann Speake, Marc Brittain

**C.S. Beatty Construction Inc.**  
2129 Richard Arrington Jr. Blvd. S.  
Birmingham, AL 35209  
Attn: Craig S. Beatty

**Auburn Electrical Construction Co. Inc.**  
440 Summerhill Rd.  
Auburn, AL 36830  
Attn: Donald Lanier, Steve Pruitt, Brent Arnold, or Maryann Pilgreen

**Jennings Service Co. Inc**  
1374 Jefferson Rd. Ste. 3  
Demopolis, AL 36732  
Attn: Ronald Jennings, Juanita Jennings, or Richard Colyar
AMENDMENT
No. 9
Invitation for Bid 20-02
On-Call HVAC Services

December 19, 2019

THE INVITATION FOR BID FOR THIS SOLICITATION IS HEREBY AMENDED OR CLARIFIED
AS SET OUT BELOW. THIS AMENDMENT IS A PART OF THEInvitation for Bid 20-02
AND MUST BE SUBMITTED WITH YOUR RESPONSE

TO: All Prospective Bidders:

The Invitation for Bid 20-02 On-Call HVAC Services hereby amended or specifications clarified
as outlined in the following manner:

ADDITIONAL INFORMATION

SECTION I
Solicitation Dates and Times

SECTION II
Questions and Answers

SECTION III
Specifications revisions and clarifications

SECTION I SOLICITATION DATES AND TIMES

The closing date has changed to: January 2, 2020 at 10:00 a.m. CST

SECTION II QUESTIONS AND ANSWERS

None at the time of this release

SECTION III SPECIFICATION REVISIONS AND CLARIFICATIONS

None at the time of this release
Please acknowledge receipt of this amendment by signing and returning to Mr. Carl M. Edwards, Procurement Manager, at PO Box 55906, Birmingham, AL 35255-5906 or by email to cedwards@habd.net.

Respectfully,

[Signature]

Carl M. Edwards
Director of Procurement

ACKNOWLEDGED:

Bidder: Company
Address

Phone No.

Authorized by ________________________________
(Signature & Title)

Date ________________________________
INVITATION FOR BIDS (IFB)
FOR
IFB 20-02

On-Call HVAC Services

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

President/CEO........................................Michael O. Lundy
Invitation for Bids
For
On-Call HVAC Services

The Housing Authority of the Birmingham District, ("HABD") hereby invites qualified independent contractors to submit bids for the "On-Call HVAC Services".

HABD reserves the right to award contracts to multiple contractors after receipt and evaluation of bids received. In the event a contract is awarded to more than one contractor, the HABD reserves the right to issue work orders to various contractor's based on the HABD's best interest.

As a part of our social mission and federal mandate, HABD is committed to providing economic, training and educational opportunities to the low-income individuals in the communities we serve. All Contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The Invitation for Bids can be obtained by calling 205-521-0611 or online at:

www.habd.org

Notice: Contact with members of the HABD Board of Commissioners, or HABD officers and employees other than the contact person listed herein, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your bid. In fairness to all prospective bidder(s) during the IFB process, if HABD meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB or possible personal presentations after written qualifications have been received and evaluated.

[Signature]
Michael O. Lundy
Contracting Officer

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT, AL (205-324-0641)
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**Attachments:**

- Attachment - A Service Locations
- Attachment - B Form of Bid, Bid Fee Sheet
- Attachment - C Profile of Contractor Form
- Attachment - D Non-Collusive Affidavit
- Attachment - E HABD Certification of Non-Discrimination
- Attachment - F - H Section 3 Guidelines and Forms
- Attachment - I HUD 5369 Instructions to Bidders for Contracts
- Attachment - J HUD 5369 A Representations, Certifications and Other Statements of Bidders
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## IFB INFORMATION AT A GLANCE

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<td>LAST DATE FOR QUESTIONS</td>
<td>August 20, 2019 at 5:00 P.M.</td>
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| BID DUE DATE         | September 4, 2019 at 10:00 A.M.  
                      | 1826 3rd Avenue South  
                      | Birmingham, AL 35233 |
| ANTICIPATED APPROVAL BY THE BOARD | TBD |
| SUBMITAL REQUIREMENTS | 1 (one) electronic, 1 (one) Original signature document marked “ORIGINAL” and 1 (one) exact copy marked “COPY” in a sealed envelope or container. |

The point of contact for this solicitation is:

Carl M. Edwards  
Procurement Manager  
(205) 521-0611  
cedwards@habd.net
INTRODUCTION

The Housing Authority of the Birmingham District (HABD) is a very large Public Housing Agency with approximately (5039) conventional public housing units located at fourteen (14) 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, including sales tax on all its purchases of supplies and services.

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 and administer the Section 8 Housing Assistance Payments Programs. HABD programs are federally funded along with development and modernization grants.

HABD is soliciting bids from qualified, licensed and insured entities to provide the above noted services to HABD. Your response to the Scope of Work must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources Contractors are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bid ("IFB"). Those bids not in accordance with the IFB shall be deemed non-responsive and eliminated from further evaluation.

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

Statement of Purpose: The Housing Authority of the Birmingham District (HABD) is seeking bids from independent contractors to provide On-Call HVAC Services for various housing communities its Central Office and Leased Housing/Section 8 Building. Scope of work shall include all labor and equipment described within this document.

1.1 Bidders acknowledge that submitting a bid to HABD is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event HABD decides to award a contract to that Bidder.

1.2 Bidder’s Responsibilities-Contact with HABD (If Applicable): Bidders shall address all communication and correspondence pertaining to this IFB to Carl M. Edwards, Procurement Manager. Bidders must not inquire or communicate with any other HABD staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, HABD will not conduct any ex-parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

2.0 HABD’S RESERVATION OF RIGHTS

2.1 HABD reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HABD to be in its best interest.

2.2 HABD reserves the right not to award a contract pursuant to this IFB.

2.3 HABD reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon (30) days written notice to the successful Bidder(s).

2.4 HABD reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

2.5 HABD reserves the right to retain all bids submitted and not permit withdrawal for a period of (180) days subsequent to the deadline for receiving bids without the written consent from HABD.

2.6 HABD reserves the right to reject and not consider any bid that does not meet the requirements of the IFB including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non-responsible.

2.7 HABD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205) 324-0641
2.8 HABD reserves the right at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that do not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform HABD in writing within ten (10) days of the discovery of any item(s) that is an issue which needs to be addressed. Failure to abide by this timeframe shall relieve HABD, but not the prospective Bidder, of any responsibility pertaining to such issue.

2.9 HABD reserves the right, prior to bid closing, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or within any addenda issued. All addenda will be posted on HABD’s website www.HABD.org. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

2.10 In the case HABD rejects all bids, HABD reserves the right to advertise for new bids or to proceed to do the work otherwise.

2.11 HABD reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

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

2.12.1 Funding is not available,

2.12.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

2.12.3 HABD’s requirements in good faith change after award of the contract.

2.13 HABD reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.

2.14 HABD reserves the right to require additional information from all Bidders to determine level of responsibility.

2.15 HABD reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

2.16 HABD reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.

2.17 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, HABD reserves the right to

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205) 324-0641
seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

2.18 HABD reserves the right to amend the contract any time prior to contract execution.

3.0 SCOPE OF SERVICE

3.1 Purpose of Invitation: The required work consists of furnishing all labor, materials and equipment; and, performing all work in strict accordance with these specifications for HVAC services located throughout all existing project sites and the HABD Central Office – McCoy Building, as listed on Attachment A, or hereafter constructed in the City of Birmingham for the Housing Authority of the Birmingham District.

3.1.1 Contractor shall provide qualified technicians to perform various duties as directed by the authorized HABD representative. Respondent shall obtain approval from the authorized HABD representative for service requiring more than one licensed technician.

3.1.2 Contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service.

3.1.3 The selected Contractor(s) will have adequate staff to provide as needed on-call HVAC services to all the HABD facilities. Technicians shall be on call 24 hours a day, 7 days a week, including weekends and holidays with a two (2) hour response time.

3.1.4 Estimates: An authorized HABD representative will be required to authorize all emergency and non-emergency work over $2,500. The successful Contractor will provide written “not-to-exceed” estimates on all emergency and non-emergency work above this threshold. The estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. It will be the successful Contractor's responsibility to ensure they have all information to prepare accurate estimates.

3.1.5 The HABD will not bear costs for work to develop estimates. Work will only be performed with the HABD's written authorization within the time period agreed upon between the HABD and the selected Contractor. Upon authorization, actual work will not exceed the successful Contractor's estimate. Unreasonable estimates will be deemed cause to terminate this contract.

3.1.6 Technicians shall contact the authorized HABD representative upon arrival at job site. Actual travel time to and from the job work location will not be
reimbursable under the contract. Travel cost shall be included in the hourly rate for labor. Technicians shall ensure that the authorized HABD representative logs the start and completion times on the service ticket for services performed. Plumbers shall provide the following on the service ticket: building number, name of technician performing the work, and if applicable, the HABD work order number issued for that job.

3.1.7 All work required to correct any problems diagnosed by the Contractor shall be approved by the authorized HABD representative prior to work being performed. Respondent shall work until each job is completed and when necessary; respond to multiple requests for services at the same time.

3.1.8 Any work requiring a separate license shall be performed under the applicable license as required under local or state law.

3.1.9 Contractor shall leave the work area clean and free of materials, debris, and Contractor equipment to the satisfaction of the authorized HABD representative. Respondent shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. The authorized HABD representative shall approve the removal of all mechanical and plumbing parts.

3.1.10 Contractor shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the respondent shall cover the furnishings and floor area located below the equipment prior to commencing work.

3.1.11 Contractor shall clean, repair or replace any item damaged by the respondent or its subcontractor(s) during the performance of the service to the satisfaction of HABD, and at no additional cost to HABD.

3.2 Miscellaneous Services

3.2.1 If listed as a line item on the work order, respondent shall provide miscellaneous services (such as drywall repair, rental equipment, insulation services and sheet-metal fabrication) necessary to complete needed HVAC work.

3.2.2 The Contractor shall provide a cost estimate, which shall be approved by the authorized HABD representative prior to any work being performed.

3.2.3 Emergency and non-emergency services under this item shall not exceed $2,500.00 per job unless approved by the HABD representative.

3.3 Performance Warranty

3.3.1 Work performed under the contract shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes.
3.3.2 The Contractor shall guarantee all work included in the contract against any defects in workmanship; and shall satisfactorily correct, at no cost to HABD, any such defect that may become apparent within a period of one year after completion of work.

3.3.3 The warranty period shall commence upon date of acceptance by HABD.

3.4 Material Warranty

3.4.1 Parts furnished under an HABD purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material.

3.4.2 Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials shall not be acceptable.

3.4.3 The warranty period for respondent provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period.

3.4.4 The warranty period shall commence upon date of acceptance by HABD.

3.4.5 Contractor shall provide the authorized HABD representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

3.5 Utilizing Qualified Pools

3.5.1 The selected contractor(s) will make up a multiple source list from which individual Contractors may be selected to provide HVAC services.

3.5.2 Contract will be awarded to the contractor(s) that are deemed qualified from this procurement process on an as needed basis.

3.5.3 Site visits will be conducted for projects related to HVAC services by request.

3.5.4 When submitting estimates, the Contractor(s) will be required to submit a written work plan, timeline and the cost.

3.5.5 The HABD may accept the work plan, timeline and cost submitted or decide not to move forward with the project.

3.5.6 The HABD may at times issue a revised work plan and timeline. For each occurrence, HABD will provide a quote form and timeline during the site visit.

3.5.7 A local company representative must be available to meet with a designated HABD representative at the job site within twenty-four (24) hours.
3.5.8 Prior to the start of each project, the awarded Contractor must participate in an on-site meeting with the Asset Manager and/or the staff/site administrator to review the requirements.

3.6 CONTRACTOR REQUIREMENTS

3.6.1 Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by HABD.

3.6.2 Use of Subcontractors:

3.6.2.1 If subcontractors will be used in the performance of this contract, Contractor must complete and submit with its response a list which will include the subcontractor name; company name, address, telephone, fax number and services they will be providing that will be utilized under this contract.

3.6.2.2 Contractor shall not assign any duties to perform services nor to provide goods to HABD under this contract to a subcontractor that is not listed in Contractor's response to this solicitation.

3.6.2.3 If a subcontractor is removed from the contract at any time during the term, Contractor must notify

3.6.2.4 HABD's Contract Administrator in writing with name of subcontractor, reason for removal and effective date.

3.6.2.5 If Contractor desires to add a subcontractor at any time during the term of the contract, Contractor must submit to HABD Contract Administrator in writing the following information on the subcontractor; company name, address, telephone, fax number and services they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by HABD.

3.6.2.6 Contractor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.

3.6.2.7 Contractor shall give HABD immediate notice in writing of any claim, action or suit filed against Contractor by any subcontractor.

3.6.2.8 HABD reserves the right to require that a subcontractor be removed from the contract.

3.6.2.9 The Contractor shall be responsible for repairing or replacing, to the satisfaction of HABD, any damage caused by any willful or negligent act of
its employees. The Contractor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees. HABD reserves the right to remove Contractor from site based on the severity of the acts committed by the Contractor’s staff.

3.6.2.10 The Contractor must reimburse any costs incurred by HABD due to illegal or inappropriate conduct by the Contractor’s employees. Such costs shall include, but are not limited to the following:

1. Re-keying or restoring of locks; Service charges levied by security alarm Contractors, law enforcement agencies, or security companies in response to false alarms;

2. Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee’s inappropriate or illegal conduct;

3. Replacement costs of items missing or damaged, due to an employee’s conduct;

3.6.2.11 HABD reserves the right to remove Contractor from site based on the severity of the acts committed by the Contractor’s staff. The acts would be reviewed by assigned HABD staff members.

3.6.2.12 No work shall be performed in an area where children may return later in the day unless approved by HABD.

3.6.2.13 All areas of work shall be left in a clean condition and all debris shall be removed upon completion of service. Contractors are responsible for cleanup each day.

3.6.3 Contractor Requirements: Licensing/Certification and Emergency Calls

3.6.3.1 Must have been in business as a HVAC Contractor in the state of Alabama for a minimum of five (5) years.

3.6.3.2 Must employ Alabama Licensed HVAC Technician with a minimum of three (3) years’ experience.

3.6.3.3 Must be available for emergency calls, outside normal working hours (weekend and/or holidays) including voice mail paging system service or answering service. For emergency, after hours and weekend requests, the Contractor contact person shall be required to initiate a call back to the sender within 25 minutes and provide a minimum of a 2-hour response time. Repeated failure to respond within the above timeframe shall, at the option of HABD, result in termination of the contract and HABD may consider the Contractor not responsible in future procurement.
3.2 **Period of Contract:** The contract will be effective from the date of Award of Contract beginning in October 2019 to October 2021.

3.3 **Changes to Invitation to Bid:** It shall be the responsibility of the bidder to determine prior to the Bid Opening whether any amendments, additions, deletions, or changes of any type have been made to the Invitation to Bid, Terms & Conditions, or any of the specifications, or bid documents.

3.4 **Award of Contract:** The right is reserved, as the interest of the HABD may require, to reject any or all bids and to waive any minor informalities or irregularities in bids received. The contract shall be awarded to the lowest **responsible** bidder(s) whose bid conforms to the Invitation to Bid and to the specifications described herein, and whose product best suits the needs of the HABD. Contract(s) shall be awarded to the responsible bidder(s) who submit the lowest total bid, by item. Selection or choice of the item(s) shall be the undeniable right of the HABD and such selection shall be final. Awards shall be made in keeping with the best interests of the HABD. The award of contract mailed or otherwise furnished to the successful bidder within the time for acceptance specified herein shall result in a binding contract without further action by either party.

3.5 **Cancellation of Contract:** In addition to other rights and remedies, the HABD reserves the right to cancel the contract with any contractor, who fails to perform in any particular, in accordance with his bid as offered to and accepted by the HABD. The acts of the HABD in canceling any contract for just cause shall be as binding as though done by judgment of any court having jurisdiction over such matters. If, at any time during the term of the contract, items furnished fail to meet the specifications described herein or fail to satisfy the requirements of the HABD, it shall call upon the contractor to make immediate and satisfactory corrections or adjustments. Failure to make satisfactory corrections or adjustments shall be cause for the HABD to either discontinue purchases under the contract and/or pursue other rights and remedies available the Authority. Any cost related to the delivery of unsatisfactory items shall be borne by the contractor. The HABD may, however, grant such relief as necessary from performance under the contract if the contractor is prevented from compliance and specific performance by an act of war, order of legal authority, act of God, strikes, or other unavoidable causes not attributable to the fault or negligence of the contractor.

3.6 **Invoices and Payment of Invoices:** Contractor must submit a separate invoice for each property and all invoices shall show the contract number and other information as listed under the preceding paragraph entitled “Service Tickets.” Invoices shall be promptly submitted, via email to cinvoice@habd.net. The Finance Department located at the Central Office site shall make payment.

3.7 **Taxes:** The HABD is exempt from all Federal, State, and Local taxes. Taxes shall not be included in the prices quoted. The HABD will furnish an exempt certificate.

3.8 **Late Bids:** Bids received subsequent to the date and hour shown for bid opening on Page 5 SHALL NOT BE CONSIDERED and shall be returned to the bidder unopened.
3.9 Interest of Individuals: No member, officer, or employee of the HABD, during his tenue or for one (1) year thereafter, shall have any interest, direct or indirect, in these contracts or the proceeds thereof.

3.10 Handwritten Signatures: Bids must contain a handwritten signature by an authorized representative of the Contractor.

4.0 GENERAL CONDITIONS:

4.1 Specifications: The Contractor shall provide the goods or services as specified in this IFB.

4.2 Regulatory/Licensing: Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the HABD or the Bidders at the time of the submittal deadline or the award.

4.3 Responsibility for Subcontractors: All requirements for the “Prime” Contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HABD for the performance under this IFB or any resulting contract.

4.4 Criminal History/Drug Testing: Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to HABD. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

4.5 PROPOSED COST:

4.5.1 Hourly Rate (if applicable): Your proposed hourly rate for each item listed on the Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.

4.5.2 Contractor shall provide at Contractor's own expense all labor, materials, supplies and tools.
4.6 Catalogs, brand names or manufacturer's references where provided are
descriptive only and indicate type and quality desired. Bids on brands of like
nature and quality will be considered unless specified otherwise. If biding oth-
er than the referenced manufacturer, brand or trade name, Bidder must provide a
complete description of product offered, and illustrations and must be included in
the bid submittal. Failure to include the above referenced data will require
Contractor to furnish specified brand names, numbers, etc.

4.7 **TYPE OF CONTRACT:** A two (2) years Contractor fixed contract upon issue of
the notice to proceed, with the option at HABD's discretion for an additional time
period to be determined by the President/CEO.

4.8 **COMMUNICATIONS:** In order to maintain a fair and impartial competitive process,
HABD can answer questions only in response to written questions received within
the specified timeframe. HABD must avoid private communication with the
prospective Contractors during the bid evaluation period.

4.8.1 **Form:** All claims, notices, demands, requests, instructions, approvals and
proposals must be submitted in writing.

4.8.2 **Notice to Contractor:** Any Notices or Demands upon the Contractor shall
be sufficiently given if delivered at the office of the Contractor stated on
the signature page of the Contract.

4.8.3 **Notice to HABD:** All notification papers required to be delivered to HABD
or its designated representative shall, unless otherwise specified in writing
to the Contractor, be delivered to HABD at 1826 3rd Avenue South
Birmingham, AL 32323.

4.8.4 **Receipt:** Any such notice shall be deemed to have been given as of the
time of actual delivery; or in the case of mailing, when the same should
have been received in due course after the date of surrender to the Post
Office; or in the case of telegrams, at the time of actual receipt, as the case
may be.

4.9 **Calculations:** The Contractor is responsible for field verifying the
conditions and quantities required to deliver a complete and functional appliance.
This shall include but is not limited to: preparation, overhead, profit, general
liability, labor burden, weather conditions and encumbrances. All Proposers'
submitted Unit Price Items must include these variables. HABD shall not pay
additional sums for a Proposer's failure to factor these conditions into the
Proposals. Failure to consider any of the factors listed shall not negate the
Contractor's responsibility to perform if awarded a contract under this IFB.

4.9.1 **Estimated Quantities:** Any quantities provided herein are strictly estimates
unless specified otherwise.
4.10 **Project Occupancy:** For the purposes of this solicitation, the development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other contractors working on-site. Proposers must include these variables in their proposed fees. HABD shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.

4.11 **Safety (if applicable):** Subject to prior approval by HABD as to size, design, type and location, and to local regulations, the Contractor and his/her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

4.12 **Storage (if applicable):** The Contractor and his/her subcontractors may maintain with approval by the HABD Property & Construction Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with HABD regarding the location(s) of these facilities.

5.0 **CONDITIONS TO PROPOSE:**

5.1 **Pre-Qualification:** Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Contractor Form, [Attachment C]). Failure by the prospective Bidder to provide the requested information may, at HABD's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

5.2 **IFB Forms, Documents, Specifications and Drawings:**

521 It shall be each Bidder's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.

522 Unless otherwise instructed, specifications (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

5.3 **Submission and Receipt by HABD:**

531 **Time for Receiving Bids:** Bids received prior to the submittal deadline shall be securely kept, unopened, by HABD. No bid received after the designated deadline shall be considered.
53.1.1 Bidders are cautioned that any bid submittal that is time-stamped as being received by HABD after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to HABD or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

53.1.2 A total of one (1) electronic, one (1) original signature copy (marked “Original”) and 1 exact copy (marked “Copy”) shall be forwarded to the Procurement Office with the Bidder’s name and return address and addressed as follows:

IFB # 20-02 “On-Call HVAC Services”.
Bids Due Date: August 23, 2019
The Housing Authority of the Birmingham District
Attn: Carl M. Edwards, Procurement Manager
1826 3rd Avenue South
Birmingham, AL 35233

5.3.2 Withdrawal of Bids: Bids may be withdrawn as detailed in attached HUD Document (Attachment I).

5.3.2.1 Procedure to withdraw bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by HABD unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HABD, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HABD retains the right to accept or reject any proposed withdrawal for a mistake.

5.4 Questions/Inquires:

54.1 A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least ten (10) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. HABD reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder’s request.
Bidders must propose services that meet the requirements of the IFB documents. Substitutions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the HABD officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

6.0 **FORM OF BID:** The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for award.

6.1 **Tab 1, Form of Bid, Bid Fee Sheet, and Bidder’s Certification:** These Forms are attached hereto as (Attachment B) to this IFB document. These Forms must be fully completed, and submitted under this tab.

6.2 **Tab 2, HABD/HUD Forms and Required Forms:** These Forms are attached hereto as (Attachment C – Q) to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

6.3 **Tab 3, Profile of Contractor Form:** The Profile of Contractor Form is attached hereto as (Attachment C) to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

6.4 **Tab 4, Client Information:** The Bidder shall submit three former or current clients, preferably other than HABD, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

6.4.1 The client’s name;
6.4.2 The client’s telephone number and address;
6.4.3 Description of services provided to the client, and
6.4.4 Date of services

6.5 **Tab 5, Joint Venture/Partnerships:** The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Contractor Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/NO PARTNERS".

6.6 **Tab 8, Financial Viability and Other Information:** Financial ability to provide such services to include copies of the most recent financial statements and audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.

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6.7 Bid Submittal Binding Method: It is preferable and recommended that the Contractor bind the submittals in such a manner that HABD can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.

7.0 MISTAKE IN BID

7.1 After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

7.2 Irregular Bid Submittal: A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

7.2.1 If the forms furnished by HABD are not used or are altered or if the bid costs are not submitted as required and where provided.

7.2.2 If all requested completed attachments do not accompany the bid submittal.

7.2.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.

7.2.4 If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

7.3 Disqualification of Bidders: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:

7.3.1 Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with HABD until such participant shall have been re-instated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

7.3.2 More than one bid for the same work from an individual, Contractor, or corporation under the same or different name(s).

7.3.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

7.3.4 Unsatisfactory performance record as shown by past work for HABD or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
7.3.5 Incomplete work, which in the judgment of HABD, might hinder or prevent prompt completion of additional work, if awarded.

7.3.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

7.3.7 Failure to comply with any qualification requirements of HABD.

7.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by HABD) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.

7.3.9 As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Alabama and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to HABD within 10 days of contract signature.

7.3.10 Any reason determined, in good faith, to be in the best interests of HABD.

7.4 Award of Bids(s): Award of Bid(s): Bidders shall be recommended for award if they are deemed responsive and responsible and provide the lowest cost to HABD.

8.0 INSURANCE: If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance containing the following minimum requirements to HABD within 10 days of contract signature (See Below Section):

Remainder of this page left blank intentionally
ordinance, code, law or regulation. The successful Bidder shall be
responsible for all costs incurred for compliance with any such possible
ordinance, code, law or regulation. No time extensions shall be granted or
financial consideration given to the successful Bidder for time or monies
lost due to violations of any such ordinance, code, law or regulations that
may occur.

12.2 Work on HABD Property: If the successful Bidder’s work under the
contract involves operations on HABD premises, the successful Bidder
shall take all necessary precautions to prevent the occurrence of any injury
to persons or property during the progress of such work and shall
immediately return said property to a condition equal to or better than the
existing condition prior to the commencement of work at the site at no cost
to HABD.

12.3 Estimated Quantities (if applicable): Unless otherwise indicated, the
quantities shown are estimates only and are used to evaluate the
responses and may or may not reflect anticipated purchases. HABD does
not guarantee any minimum quantity.

12.4 Official, Agent and Employees of the HABD Not Personally Liable: It
is agreed by and between the parties hereto that in no event shall any
official, officer, employee, or agent of the HABD in any way be personally
liable or responsible for any covenant or agreement herein contained
whether expressed or implied, nor for any statement, representation or
warranty made herein or in any connection with this agreement.

12.5 Subcontractors: Unless otherwise stated within the IFB documents, the
successful Bidder may not use any subcontractors to accomplish any
portion of the services described within the IFB documents or the contract
without the prior written permission of HABD. Also, any substitution of
subcontractors must be approved in writing by HABD prior to their
engagement.

12.6 Independent Contractor: Unless otherwise stated within the IFB
documents or the contract, the successful Bidder is an independent
Contractor. Nothing herein shall create any association, agency,
partnership or joint venture between the parties hereto and neither shall
have any authority to bind the other in any way.

12.7 Severability: If any provision of this agreement or any portion or provision
hereof applicable to any particular situation or circumstance is held invalid,
the remainder of this agreement or the remainder of such provision (as the
case may be), and the application thereof to other situations or
circumstances shall not be affected thereby.

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12.8 **Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

12.9 **Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HABD may pursue compensatory damages under the contract.

12.10 **Limitation of Liability:** In no event shall HABD be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

12.11 **Indemnity:** The Contractor shall indemnify and hold harmless HABD and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractors of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HABD. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HABD. Contractor shall indemnify and hold harmless HABD, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

12.12 **Public/Contracting Statutes.** HABD is a governmental entity as that term is defined in the procurement statutes. HABD and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

12.13 **Termination:** Any contract resulting from this IFB may be terminated under the following conditions:
12.13.1 Consent: By mutual consent of both parties, and

12.13.2 Termination for Cause: As detailed within the attached HUD Forms.

12.13.2.1 HABD may terminate any and all contracts for default at any time in whole or in part, if the Contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from HABD, fails to correct such failures within seven (7) days or such other period as HABD may authorize or require.

12.13.2.1.1 Upon receipt of a notice of termination issued from HABD, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by HABD in the notice of termination.

12.13.2.1.2 HABD may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

12.13.3 Termination for Convenience: In the sole discretion of the Contracting Officer, HABD may terminate any and all contracts resulting from this IFB in whole or part upon 30 days prior notice to the Contractor when it is determined to be in the best interest of HABD.

12.13.4 The rights and remedies of HABD provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

12.13.5 In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, HABD shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HABD any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

12.14 Examination and Retention of Contractor's Records: HABD, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

12.15 Inter-local Participation: HABD may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HABD’s purchasing power. At HABD’s sole discretion and option, HABD may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor’s acceptance.

12.15.1 In no event shall HABD be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HABD shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

12.15.2 Purchase orders shall be submitted to Contractor by the individual Entity.

12.15.3 HABD shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HABD.

12.16 Right to data and Patent Rights: In addition to other ownership & use rights HABD shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

12.17 Lobbying Certification: By proposing to do business with HABD or by doing business with HABD, each Bidder certifies the following:

12.17.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
12.17.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

12.17.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.17.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

12.18 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

12.18.1 Executive Order 11246
12.18.2 Executive Order 11063
12.18.3 State Bid Law
12.18.4 Copeland “Anti-Kickback” Act (18 USC 874)
12.18.5 Davis Bacon Act (40 USC 276a-276a-7)
12.18.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368) Contract Work Hours & Safety Standards Act (40 USC 327-330)
12.18.7 Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
12.18.8 Civil Rights Act of 1964, Title VI (PL 88-352)
12.18.9 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
12.18.10 Age Discrimination Act of 1975
12.18.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
12.18.12 HUD Information Bulletin 909-23
12.18.13 Immigration Reform & Control Act of 1986
12.18.14 Fair Labor Standards Act (29 USC 201, et. Seq.)

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12.19 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and construed as though such provision or clause had been physically inserted herein. If, through mistake otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

12.20 Conflicting Conditions: In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

12.21 Contract Form: HABD will not execute a contract on the successful Bidder's form. Contracts will only be executed on HABD's form. By submitting a proposal, the successful Bidder agrees to this condition. However, HABD will consider any contract clauses that the Bidder wishes to include therein, but the failure of HABD to include such clauses does not give the successful Bidder the right to refuse to execute HABD's contract form. It is the responsibility of each prospective Bidder to notify HABD, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. HABD will consider such clauses and determine whether or not to amend the Contract.

12.22 Force Majeure: Neither HABD nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HABD or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
# Attachment A

## Service Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elyton Village</td>
<td>31 4th Court West Birmingham, AL 35204</td>
</tr>
<tr>
<td>Southtown Court</td>
<td>2501 University Blvd Birmingham, AL 35205</td>
</tr>
<tr>
<td>Marks Village</td>
<td>7521 66th Street South Birmingham, AL 35212</td>
</tr>
<tr>
<td>Loveman Village</td>
<td>248 1st Avenue, S.W. Birmingham, AL 35</td>
</tr>
<tr>
<td>Smithfield Court</td>
<td>150 8th Avenue North Birmingham, AL 35204</td>
</tr>
<tr>
<td>Tom Brown Village</td>
<td>4165 5th Court North Birmingham, AL 35222</td>
</tr>
<tr>
<td>Morton Simpson Village</td>
<td>4600 8th Court North Birmingham, AL 35212</td>
</tr>
<tr>
<td>Collegeville Center</td>
<td>3031 29th Avenue North Birmingham, AL 35207</td>
</tr>
<tr>
<td>Harris Homes</td>
<td>514 Chester Avenue Birmingham, AL 35212</td>
</tr>
<tr>
<td>N. Birmingham Homes</td>
<td>3127 43rd Ave North Birmingham, AL 34207</td>
</tr>
<tr>
<td>Cooper Green Homes</td>
<td>1500A Arthur Shores Drive Birmingham, AL 35211</td>
</tr>
<tr>
<td>Kimbrough Homes</td>
<td>2817 Wallace Covington Circle Birmingham, AL 35211</td>
</tr>
<tr>
<td>Freedom Manor (Midrise Building)</td>
<td>1617 5th Avenue North Birmingham, AL 35203</td>
</tr>
<tr>
<td>Ben Greene Village – Roosevelt City</td>
<td>5828 Brewer Drive Birmingham, AL 35233</td>
</tr>
<tr>
<td>HABD Central Office</td>
<td>1826 3rd Avenue South Birmingham, AL 35233</td>
</tr>
<tr>
<td>McCoy Building/Leased Housing Section 8</td>
<td>1301 25th Avenue North Birmingham, AL 35234</td>
</tr>
</tbody>
</table>
Attachment B

Form of Bid
Bid Fee Sheet
Bidder's Certification
FORM OF BID

(This Form must be fully completed and placed under Tab #1 of the bid submittal.)

INSTRUCTIONS: The items listed as required below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Checklist</th>
<th>Attachment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>This IFB Document</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>Housing Communities</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Bid Cost Form (Submission Required)</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>Profile of Contractor Form (Submission Required)</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>Non-Collusive Affidavit (Submission Required)</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td>HABD Certification of Non-Discrimination (Submission Required)</td>
</tr>
<tr>
<td>G</td>
<td></td>
<td>Section 3 Clause Acknowledgement</td>
</tr>
<tr>
<td>H</td>
<td></td>
<td>Section 3 Business Concern Self - Certification Form (Submission required if applicable)</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>Section 3 Assurance of Compliance and Action Plan (Submission Required)</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>HUD 5369 Instructions to Bidders for Contracts</td>
</tr>
<tr>
<td>K</td>
<td></td>
<td>Form HUD 5369-A (11/92), Representations, Certifications, and Statements of Bidders (Submission Required)</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>Form HUD 92010 Equal Employment Opportunity Certification (Submission Required)</td>
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<td>M</td>
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<td>Form HUD 50070 Certification of a Drug-Free WorkPlace (Submission Required)</td>
</tr>
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<td>N</td>
<td></td>
<td>E-Verify Form – Contractor's Affidavit (Submission Required)</td>
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<tr>
<td>O</td>
<td></td>
<td>Form 2992 Certification Regarding Debarment and Suspension (Submission Required)</td>
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<td>Certification of Payments to Influence Federal Transactions</td>
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<td></td>
<td>Form of Contract</td>
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</table>

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference?    _____YES     ____NO

If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 7.

Remainder of this page left blank intentionally
INVITATION FOR BIDS (IFB) NO. 20-02 On-Call HVAC Services

IFB 20-02

On-Call HVAC Services
Bid Price Sheet

(Page 1 of 2)

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

<table>
<thead>
<tr>
<th>Hourly Rate for HVAC Services</th>
<th>Regular Business Hours</th>
<th>After Hours</th>
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</thead>
<tbody>
<tr>
<td>Hourly Rate for Master HVAC Technician</td>
<td>$__________per Hour</td>
<td>$__________per Hour</td>
</tr>
<tr>
<td>Hourly Rate for Journeyman HVAC Technician</td>
<td>$__________per Hour</td>
<td>$__________per Hour</td>
</tr>
</tbody>
</table>

NOTE: Cost for Apprentices and Labor personnel must be included in the above hourly fee. HABD will not pay additional fees for Apprentices and Labor personnel that accompany the Journeyman and Master HVAC Technician to the job site. HABD will not pay trip fees or service charges. All fees must be included in the hourly cost listed above.

Percentage added to Contractor's cost of parts ________% for profit and handling.

Contractor shall provide to HABD proof of cost for any part upon request. Contractor shall supply proof within three (3) business days of request or HABD shall not be obligated to pay for the part.

Signature & Addenda

Acknowledgements

Addendum #1________________________Date________________________

Addendum #2________________________Date________________________

_____________________________ _______________________
Signature Date

_________________________ _______________________
Printed Name Company

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
Bidder's Certification

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency.

2. Items for which Bids were provided herein will be delivered as specified in the Bid.

3. 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.

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder.

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid.

6. Bidder, nor the Contractor, corporation, partnership, or institution represented by the Bidder, or anyone acting for such Contractor, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB.

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: ________________________________  
(Print Name)

(Print Company Name)  (Company Phone)  (Fax)

(Email Address)  (Date)

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
Attachment C

PROFILE OF CONTRACTOR FORM
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>
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</table>

(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
☐ 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 ______
INVITATION FOR BIDS (IFB) NO. 20-02 On-Call HVAC Services

Attachment D

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of ________________________________

County of ________________________________

__________________________, being first duly sworn, deposed and says
that he/she is a partner or officer of the Contractor of, ________________________ the
party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive
or sham; that said bidder 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 any other bidder, or to fix overhead, profit or cost
element of said price, or that of any other bidder, or to secure any advantage against the Housing
Authority of the Birmingham District, of any personal interest in the proposed contract; and, that
all statements in said proposal or bid are true.

Signed: ____________________________

(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)
Attachment E

HABD CERTIFICATION OF NON-DISCRIMINATION

The offeror/bidder agrees and warrants that in the performance of the contract, if awarded, such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. The supplier further agrees to take corrective action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. It is understood that non-discrimination shall include all forms of harassment and specifically sexual harassment. The Contractor hereby certifies the foregoing and that the Contractor will adhere to and enforce all applicable federal, state and local laws pertaining to non-discrimination.

Authorized Signature:

For: ____________________________________________

Company Name

By: ____________________________________________

Date: ____________________________________________
Attachment F

SECTION 3 CLAUSE ACKNOWLEDGEMENT
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 ________________
attachment g

section 3 business concern self-certification form
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.

Signature: ___________________________  Date Signed: ________________

Name: ___________________________  Title: ___________________________

Company Name

Address

Telephone Number

Type of Business: (Check One): ☐ Corporation  ☐ Partnership  ☐ Sole Proprietorship  ☐ Other
SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN
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>
</tr>
</thead>
<tbody>
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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>
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Use an additional sheet if required
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 4 of 7)

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 CURVE 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.
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 cause 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__.

_________________________________________  My Commission Expires: ________________________ (SEAL)
Notary Public
INVITATION FOR BIDS (IFB) NO. 20-02 On-Call HVAC Services

Attachment I

HUD 5369

INSTRUCTIONS TO BIDDERS FOR CONTRACTS
Instructions to Bidders for Contracts
Public and Indian Housing Programs
Instructions to Bidders for Contracts
Public and Indian Housing Programs

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2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;
(2) Compliance with public policy;
(3) Record of past performance; and
(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.
5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Address see, 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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Address see is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Address see" 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, bidders should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA’s/IHA’s protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/IHA’s available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA’s/IHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/IHA’s available funding. If upon the application of all deductibles, no bid is within the PHA’s/IHA’s available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of the low bids, award shall be made in accordance with the PHA’s/IHA’s written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA’s/IHA’s written policy and procedures.
e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an Irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursement agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded from the U.S. Department of Treasury website http://www.tms.treas.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indian" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act, and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including
corporations organized by Kenai, Juneau, Sitka, and Kodiak) as
defined in the Alaska Native Claims Settlement Act, which is recog-
nized by the Federal Government as eligible for services from the
Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall com-
ply with the requirements of this provision in awarding all subcon-
tracts under the contract and in providing training and employment
opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a
subcontract without using the procedure required by the IHA, (ii)
falsely represented that subcontracts would be awarded to Indian
terprises or organizations; or, (iii) failed to comply with the con-
tactor’s employment and training preference bid statement shall
be grounds for termination of the contract or for the assessment of
penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the
solicitation to qualified Indian-owned enterprises and Indian organi-
zations. If two or more (or a greater number as specified elsewhere
in the solicitation) qualified Indian-owned enterprises or organiza-
tions submit responsive bids, award shall be made to the qualified
enterprise or organization with the lowest responsive bid. If fewer
than the minimum required number of qualified Indian-owned enter-
prises or organizations submit responsive bids, the IHA shall reject
all bids and readvertise the solicitation in accordance with paragraph
(d) below.

(d) If the IHA prefers not to restrict the solicitation as described in
paragraph (c) above, or if after having restricted a solicitation an
insufficient number of qualified Indian-owned enterprises or organiza-
tions submit bids, the IHA may advertise for bids from non-Indian as well
as Indian-owned enterprises and Indian organizations. Award shall
be made to the qualified Indian enterprise or organization with the
lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount estab-
lished for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 805.175(c)
higher than the total bid price of the lowest responsive bid from any
qualified bidder. If no responsive bid by a qualified Indian-owned
economic enterprise or organization is within the stated range of the
total bid price of the lowest responsive bid from any qualified
enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or
subcontracting shall submit proof of Indian ownership with their bids.
Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is
an Indian. The IHA shall accept the certification of a tribe that an
individual is a member.

(2) Evidence such as stock ownership, structure, management,
control, financing and salary or profit sharing arrangements of
the enterprise.

(f) (1) All bidders must submit with their bids a statement describ-
ing how they will provide Indian preference in the award of subcon-
tracts. The specific requirements of that statement and the factors
used by the IHA in determining the statement’s adequacy are
included as an attachment to this solicitation. Any bid that fails to
include the required statement shall be rejected as nonresponsive.
The IHA may require that comparable statements be provided by
subcontractors to the successful Contractor, and may require the
Contractor to reject any bid or proposal by a subcontractor that fails
to include the statement.

(2) Bidders and prospective subcontractors shall submit a
certification (supported by credible evidence) to the IHA in any
instance where the bidder or subcontractor believes it is infeasible to
provide Indian preference in subcontracting. The acceptance or
rejection by the IHA of the certification shall be final. Rejection shall
disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their
employment and training opportunities and their plans to provide
preference to Indians in implementing the contract; and the number
or percentage of Indians anticipated to be employed and trained.
Comparable statements from all proposed subcontractors must be
submitted. The criteria to be used by the IHA in determining the
statement(s)’s adequacy are included as an attachment to this
solicitation. Any bid that fails to include the required statement(s), or
that includes a statement that does not meet minimum standards
required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual
who is a bona fide employee of the contractor at the time the bid is
submitted; or an individual who was not employed by the bidder at
the time the bid was submitted, but who is regularly employed by the
bidder in a supervisory or other key skilled position when work is
available. Bidders shall submit with their bids a list of all core crew
employees.

(i) Preference in contracting, subcontracting, employment, and
training shall apply not only on-site, on the reservation, or within
the IHA’s jurisdiction, but also to contracts with firms that operate outside
these areas (e.g., employment in modular or manufactured housing
construction facilities).

(j) Bidders should contact the IHA to determine if any additional
local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check
applicable box] maintain lists of Indian-owned economic enterprises
and Indian organizations by specialty (e.g., plumbing, electrical,
foundations), which are available to bidders to assist them in meeting
their responsibility to provide preference in connection with the
administration of contracts and subcontractors.
Attachment J

HUD 5369 A

REPRESENTATIONS, CERTIFICATIONS

AND OTHER STATEMENTS OF BIDDERS
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

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1. Certificate of Independent Price Determination (a) The bidder certifies that–
   (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
   (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
   (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
   (b) Each signature on the bid is considered to be a certification by the signatory that the signatory—
      (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
      (2) 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.

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[ ] [Contracting Officer check if following paragraph is applicable]
(d) Non-collusive affidavit. ( applicable to contracts for construction and equipment exceeding $50,000)

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

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

2. Contingent Fee Representation and Agreement (a) Definitions. As used in this provision:
   "Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

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

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
   (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
   (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1988 that:

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

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

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

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

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 456B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(1) Black Americans
(2) Hispanic Americans
(3) Native Americans
(4) Asian Pacific Americans
(5) Asian Indian Americans
(6) Hasidic Jewish Americans

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

The bidder represents and certifies that it is:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned.

"Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or
community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

    1. Obtain identical certifications from the proposed subcontractors;
    2. Retain the certifications in its files; and
    3. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

    The bidder certifies that:

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

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

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

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

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

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

13. **Bidder's Signature**

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

    (Signature and Date)

    (Typed or Printed Name)

    (Title)

    (Company Name)

    (Company Address)
Attachment K

HUD 92010

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided 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. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency 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 the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.
upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term “applicant”.

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph (a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

2. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, to be provided, advising the labor union or workers’ representative of the contractor’s commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President’s Committee on Equal Employment Opportunity created thereby.

5. The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

6. In the event of the contractor’s non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President’s Committee on Equal Employment Opportunity, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President’s Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders 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 vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

1. Loans, mortgages, contracts and subcontracts not exceeding $10,000.

2. Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

3. Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

4. Contracts for the sale of Government property where no appreciable amount of work is involved; and

5. Contracts and subcontracts for an indefinite quantity which are not to extend for one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.
Attachment L

HUD 50070

CERTIFICATION OF A DRUG-FREE WORK PLACE
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.


Name of Authorized Official

Signature

Title

Date

X

form HUD-80070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7486.1 & 3
Attachment M

E-VERIFY FORM
E-VERIFY

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individuals, firms or corporations which is engaged in the physical performance of service on behalf of HABD has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by E-Verify. Contractor hereby attest that its federal work authorization used identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: ______________________

Date of Authorization: ______________________

Name of Contractor: ______________________________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______________________, 20____, in ______________________ (city),
____________________________ (state)

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _______ DAY OF ____________________, 20____.

________________________________________
NOTARY PUBLIC
My Commission Expires:
Attachment N

HUD-2992

CERTIFICATION REGARDING

DEBARMMENT AND SUSPENSION
Certification Regarding
Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Signature of Authorized Certifying Official

Date

Title

Page 2 of 2 form HUD-2892 (3/98)
Attachment O

HUD 50071
CERTIFICATION OF PAYMENTS TO
INFLUENCE FEDERAL TRANSACTIONS
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 sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 80071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3
Attachment P

FORM OF CONTRACT
AGREEMENT FOR SERVICES
(Contractors Legal Name)

This Agreement (Agreement) is made this the ___ day of ____________, 20__, between the Housing Authority of the Birmingham District (HABD), a public housing agency with its principal office located at 1826 Third Avenue, South, Birmingham Alabama 35233 and Contractors Legal Name (Contractor) located at 0000 Lake Drive, Birmingham, Alabama 35200.

WHEREAS, the HABD has determined the need to contract for on-call Services for all HABD complexes and offices as needed; and

WHEREAS, Contractor has submitted a ____________________ that substantially conforms to the specifications for providing the services;

THEREFORE, in consideration of the mutual covenants herein provided, the parties do hereby agree to the terms and conditions as follows:

1. SCOPE OF SERVICES
1.1 The Contractor shall provide services as the Contractor for all HABD Management Offices, Central Office and Housing Communities where services are requested.

1.2 The Contractor’s compensation will cover all labor, equipment, tools, supervision, and other items necessary to perform these services excluding materials.

1.3 The Contractor shall provide a written report upon completion of all maintenance indicating the services performed and readings taken, along with notation of any special concerns that warrant further attention. All service shall be performed in compliance with applicable Federal, State and Local laws and regulation.

1.4 The Contractor shall provide services consistent with ___ No. 00-00 labeled as Exhibit A, attached hereto and incorporated herein by referenced as though fully set forth.

2. COMPENSATION
2.1 The Contractor shall be compensated in an amount of ______ (____) for the services encompassed by this Agreement. The Contractor acknowledges, understands and agrees that this is a fixed price Agreement, not subject to alterations or modification of the cost of the work specified. The contract amount stated herein is inclusive of all work, expenses, travel, labor, equipment, tools, services, transportation, water, lights, heat, power, security, and supervision used in the performance of the work specified. Further, the hourly rate includes all fringe benefits, profit, overhead, general and administrative costs.

2.2 The Contractor shall submit for payment itemized invoices for hourly compensation and cost of materials to the HABD Contract Administrator, subject to documentation and verification of work performed and materials used, and approval of payment by the Contracting Officer (Executive Director) if applicable. All approved invoices will be paid within 30 days. Invoices not received within sixty (60) days of work order completion will not be paid. The Contract Administrator is defined as the HABD representative designated to oversee implementation of the Agreement on behalf of the HABD. The Contract Administrator for this Agreement will be the Director of Facilities or successor thereof, and the Co-Administrators are the Property Managers or successor thereof, of the individual housing communities or as otherwise designated in writing by the Contracting Officer.

Parties Initial/Date: HABD______/______ Contractor______/______

Page 1 of 7
for this Agreement. The Director of Finance and Accounting, successor thereof, shall give authorization for disbursement of payments for properly completed requests for payments. Any insufficient documentation shall be returned to the Contractor and must be resubmitted to HABD with any and all additional information as requested by HABD.

3. TERM OF AGREEMENT
3.1 The term of this Agreement shall be for a period of ___ months beginning on the ___ day of ______________ 20__ and ending on the ___ day of ______________ 20__. The Contract will not bind, nor purport to bind HABD to any obligations the Contractor may have made with any of its suppliers; vendors or subcontractors in relation to a contract awarded hereunder which exceeds the termination date of the Contract between HABD and Contractor. At HABD's option, this agreement may be extended for up to two (2) one-year extensions.

4. NON - RECOUSE
4.1 No member, official, employee, agent or consultant of the HABD shall be personally liable to, the Contractor, or any successor in interest or person claiming by, through or under the Contractor, in the event of any default or breach, for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.

5. ASSIGNMENT - SUBCONTRACTING - TRANSFER
5.1 The HABD encourages the participation of disadvantaged and historically underutilized businesses and HABD residents in the performance of contractual services, where such services may be subcontracted. In the event the Contractor determines such subcontracts are needed, the Contractor will make good faith affirmative efforts to utilize businesses owned by HABD residents, disadvantaged and historically underutilized businesses in the performance of the work under this contract.

5.2 The Contractor shall not enter into any subcontract with any contractor who has been temporarily denied participation in any Housing and Urban Development (HUD) program or who has been disbarred by any agency of the United States Government or the State of Alabama from performing the work specified.

5.3 In the event the Contractor will use subcontractors in the performance of the services under this Agreement, the Contractor will submit a list of all prospective subcontractors to the HABD prior to the commencement of the work. The HABD may disapprove the use of any subcontractor for cause (including its convenience) stated to the Contractor. The HABD's approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of the Contractor or subcontractor. The provisions of this Agreement shall not create a contractual relationship between HABD and any subcontractor, the Contractor hereby acknowledging that HABD specifically disclaims any such contractual relationship.

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

6. DISCRIMINATION PROHIBITED
6.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, disability, Vietnam or other veteran status, or national origin. The Contractor acknowledges, understands and agrees that this prohibition shall include all forms of harassment, including sexual harassment of residents or employees of HABD. The Contractor shall certify and maintain compliance with Executive Order 11246, The Rehabilitation Act of 1973, and The Vietnam Era Veterans' Readjustment Assistance Act.

6.2 The Contractor further agrees not to discriminate against any subcontractor on the basis of race, gender, disability, color, religion, age, Vietnam or other veteran status, and shall, consistent with applicable federal law, take affirmative steps toward utilizing such services.

7. CONFLICT OF INTEREST
7.1 No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Further, no member, officer, or employee of the HABD, no member of the governing body of the locality in which HABD was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to the HABD, shall, within her or his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

7.2 The Contractor covenants that neither it nor any of its directors, officers, partners, associates or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it in relation to the performance of the services that are the subject of this Agreement or in any conflict of interest matter with HABD. Violation of this provision may result in immediate termination of any and all contracts with the Contractor.

8. GRATUITIES-KICKBACKS
8.1 The HABD's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements, and shall not knowingly use confidential information for actual or anticipated personal gain. However, unsolicited gifts with an aggregate value of less than twenty-five dollars ($25.00) a year, from any single contractor, may be accepted, provided that no particular course of action is required as a condition to receive the gift. The Contractor warrants that s/he has not paid and will not pay gratuities, favors, or anything of monetary value to an officer, employee or agent of the HABD or to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress or employee of a Member of Congress, or any officer or employee of Congress in connection with the awarding of any HABD contract. Violation of this provision may result in immediate termination of this Agreement. Conversely, solicitation and acceptance of gifts are allowed for HABD approved Family Self-Sufficiency and Section 3 Programs.

9. TERMINATION OF THE CONTRACT FOR CONVENIENCE AND DEFAULT
9.1 The HABD may terminate this contract in whole, or from time to time in part, for the HABD's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HABD shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HABD all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

Parties Initial/Date: HABD / Contractor /
9.2 If the termination is for the convenience of the HABD, the HABD shall be liable only for payment for services rendered before the effective date of the termination.

9.3 If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HABD may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HABD, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HABD; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HABD by the Contractor.

9.4 If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HABD, and the Contractor shall be entitled to payment as described in paragraph (b) above.

10. DISPUTE RESOLUTION PROCEDURE
10.1 The Contractor shall refer any controversy or dispute arising under this Agreement to the Contract Administrator. If the Contractor and the Contract Administrator fail to agree as to the resolution of the dispute or controversy, the Contractor shall give written notice (not later than five (5) calendar days after the conference) of the controversy to the Executive Director. The parties agree that the Executive Director, within her discretion, may refer the matter for alternative dispute resolution if deemed in the best interest of an expedient, cost effective, equitable resolution for the parties. The decision of the Executive Director will be binding on both parties hereto, except as the same may be modified by an arbitrator. The Contractor acknowledges, understands and agrees that compliance with the procedure for this section is a condition precedent to enforcement of any dispute under this Agreement by arbitration; it will operate as a full, complete, and final bar to arbitration by the Contractor, on any matter or cause arising pursuant to the subject matter of this Agreement and any provision hereof, if not utilized or not utilized in good faith for resolution of disputes where the arbitration remedy is later sought pertaining to any aspect of this Agreement and related transactions. This Section supersedes Clause 7 "Disputes" of the HUD 5370 C General Conditions for Non-Construction Contracts in Exhibit A.

11. ARBITRATION
11.1 Any dispute, claim or controversy arising out of or relating to this contract, or the breach, termination, enforcement or validity thereof, shall be settled by binding arbitration in Birmingham, Alabama, administered by the National Arbitration Forum (NAF) under its Code of Procedure, currently in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be one arbitrator, named in accordance with the procedure. The parties are waiving their right to seek remedies in court, including the right to jury trial. The arbitration will be conducted in accordance with the Federal Arbitration Act (FAA). The arbitrator shall decide the dispute in accordance with the substantive law of the state of Alabama. This Section supersedes Clause 7 "Disputes" of the HUD 5370 C General Conditions for Non-Construction Contracts in Exhibit A.

12. SEVERABILITY
12.1 If an arbitrator finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision shall continue in full force and effect.

Parties Initial/Date: HABD / Contractor /
13. COMPLIANCE WITH LAWS AND REGULATIONS
13.1 The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.

14. MODIFICATIONS
14.1 The terms and conditions contained in this Agreement may not be added to, modified, superseded or otherwise altered except by agreement of the parties in a written instrument signed by the parties. The work and services of the Contractor shall be deemed to be only upon the terms and conditions contained in this Agreement and consistent with Clause 2 “Changes” in the HUD form 5370 C General Conditions for Non-Construction in Exhibit A. Notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form or writing of the Contractor or any of its subcontractors, and notwithstanding HABD’s act of receiving or paying for any nonconforming work, report or services, or any similar action on the part of HABD.

15. CONSTRUCTION - HEADINGS - CONFLICTS IN LANGUAGE
15.1 In the event there is any conflict between the language found in Exhibit A and the language in the body of this instrument, the terms expressed in the body of this instrument shall be controlling.

15.2 When, in this Agreement, a pronoun is used, it shall be construed to represent the singular or the plural, either the masculine or the feminine, as the case shall demand.

15.3 The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

16. LIABILITY - INDEMNITY - REMEDIES - WAIVERS
16.1 In the course of performing the services under this Agreement Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents or equipment. To the extent any such claim is made or determined payable against the HABD, the Contractor, further, shall defend, indemnify and hold the HABD harmless therefor. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents or subcontractors, and arising out of any other operation no matter by whom performed for and on behalf of the Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by Contractor or the HABD.

16.2 It is understood that persons engaged or employed by the Contractor as employees, agents, or independent agents shall be engaged or employed by the Contractor and not by the HABD. The Contractor alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon the HABD to persons, firms, or corporations employed or engaged by Contractor in any capacity whatsoever, or make the HABD liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatever nature, of the Contractor or of its employees, agents, or independent agents.

16.3 No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or in equity.

Parties Initial/Date: HABD______/_______  Contractor______/_______
16.4 The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless specifically set forth in writing as such waiver and signed by that party.

17. THIRD PARTY RIGHTS / OTHER RELATIONSHIPS
17.1 Neither this Agreement, nor any act of HUD or HABD, shall be deemed or construed as creating any right of any third party to enforce any provision hereof or to assert any claim against the HABD. Nothing contained in the Annual Contributions Contract (ACC) or this Agreement, nor any act of HABD or HUD, shall be deemed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD and HABD as provided under the terms of the ACC.

17.2 No partner, officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation hereunder, express or implied.

18. NOTICES
18.1 Any notice or other communication given or made pursuant to this Agreement shall be in writing and shall be deemed given if (a) delivered personally or by courier; (b) telexed; (c) sent by overnight express delivery; or (d) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address as set forth in the first paragraph of this Agreement (or at such other address as shall be specified by the party by like notice given to the other party).

18.2 All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telex transmission, delivery to overnight courier or express delivery service, or deposit in the United States mail, and shall be deemed to have been received (a) in the case of personal or local courier delivery, on the date of such delivery; (b) in the case of telex, upon receipt of electronic confirmation thereof (provided that the sender shall have given simultaneous notice by another method approved herein); (c) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (d) in the case of mailing, on the date specified in the return receipt therefor.

19. BEASON-HAMMON ACT/E-VERIFY
19.1 By signing this contract, the Contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized immigrant within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. ENTIRE AND FINAL AGREEMENT
20.1 The parties agree, understand and acknowledge that this written instrument, including the Arbitration Clause, along with the heretofore attached Exhibit A constitutes the entire Agreement of the parties and that neither party is responsible for nor bound by any terms or conditions not contained herein. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether oral or written. This Agreement may be amended,
supplemented or changed only by advance written Agreement for modification, authorized in accordance with the provisions of Section 14 hereof.

IN WITNESS THEREOF the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

CONTRACTOR NAME

By: __________________________
Print Name __________________________
Its: __________________________
Date: __________________________

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

By: __________________________
Date: __________________________

APPROVED AS TO FORM AND CONTENT:

Compliance Counsel __________________________ Date __________________________
Date: February 13, 2020

HABD Staff Representative: William Blankenship

Department: Housing Operations

Board of Commissioners’ Meeting (Date): February 20, 2020

Board Agenda Item(s):

1. Approval of HABD Public Housing Utility Allowances

Date/Time/Place of Board of Commissioners’ Committee Meeting: 

Approved by: ____________________________

Michael O. Lundy
President/CEO/Contracting Officer

Date: 02/13/2020

Board Agenda Topic (Narrative):

Extract from Minutes of Committee Meeting:

Specimen copy of the HABD Attorney’s opinion relative to the form, content and legality of the proposed agenda item(s), if applicable (attached). Yes / No (circle one)

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HABD Board Committee Member: Commissioner Lewis Date: February 13, 2020

HABD Board Committee Member: Commissioner Pantazis Date February 13, 2020

HABD Staff Member: William Blankenship Date February 13, 2020
INTRODUCTION

The HABD Public Housing Allowances have been revised in accordance with the Federal Regulations. 24 CFR 982.517 states a Public Housing Authority (PHA) must review its schedule of utility allowances each year and must revise its allowance for a utility category if there has been a change of 10% or more in the utility rates since the last time the utility allowance schedule was revised.

PURPOSE/OBJECTIVE

This action will implement the revisions of the Housing Authority of the Birmingham District’s Public Housing Utility Allowance payments for tenant-purchased utilities in compliance with federal regulation.

DESCRIPTION/JUSTIFICATION

Due to energy conservation efforts taken in part with HABD’s Energy Performance Contract (EPC), multiple sites now show lower usages of electricity, gas, and/or water. Because the efforts have resulted in usage variances of over 10%, HABD must review and update utility allowances for the sites wherein these conservation measures have taken place.

EPC measures did not take place at Southtown Court due to pending redevelopment through the Rental Assistance Demonstration (RAD) Program. Utility rates at Southtown Court, Park Place, Tuxedo Terrace, and Glenbrook at Oxmoor Valley have also been assessed and have not seen variances of 10% or greater and do not require a change from current utility allowances.

POLICY/IMPACT

This action is consistent with the HABD policy and complies with federal regulation.

ECONOMIC IMPACT/FUNDING SOURCE

The proposed revision will have a positive impact on the conventional operating budget due to decreased utility usage.
ATTACHMENTS

2020 Revised Utility Allowance Schedule per unit type and site

ALTERNATIVES

There are no alternatives if we are to comply with program regulations.

RECOMMENDATIONS

The President/CEO recommends the adoption of this resolution.

CERTIFICATION

The requested action conforms to legal, policy and regulatory requirements.

WILLIAM BLANKENSHIP
Vice President of Housing Operations

MICHAEL O. LUNDY
HABD/ President/CEO
Resolution Approving 2020 Public Housing Utility Allowances

RESOLVED by the Board of Commissioners of the Housing Authority of the Birmingham District authorizing the President/CEO to approve and implement new utility allowances for the HABD Public Housing Program.

Adopted this 20th day of February 2020.

Attest:

______________________________  ______________________________
Chairperson                      Michael O. Lundy, Secretary

(Seal)
### Utility Allowances

**Elyton Village 1-1**

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<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
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<tbody>
<tr>
<td>1 Bedroom</td>
<td>89</td>
<td>63</td>
<td>-26</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>119</td>
<td>108</td>
<td>-8</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>134</td>
<td>106</td>
<td>-28</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td></td>
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</tr>
<tr>
<td>5 Bedrooms</td>
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<td></td>
<td></td>
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<tr>
<td>6 bedrooms</td>
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*Effective Date May 01, 2020*
## Utility Allowances

**Southtown 1-4R**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>87</td>
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<tr>
<td>2 Bedrooms</td>
<td>101</td>
<td>101</td>
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<tr>
<td>3 Bedrooms</td>
<td>119</td>
<td>119</td>
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<tr>
<td>4 Bedrooms</td>
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</tr>
<tr>
<td>5 Bedrooms</td>
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</tr>
<tr>
<td>6 bedrooms</td>
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</tr>
</tbody>
</table>
### Utility Allowances

**Marks Village 1-6**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>97</td>
<td>63</td>
<td>-34</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>131</td>
<td>74</td>
<td>-57</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>153</td>
<td>91</td>
<td>-62</td>
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<tr>
<td>4 Bedrooms</td>
<td>180</td>
<td>180</td>
<td>0</td>
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<tr>
<td>5 Bedrooms</td>
<td>205</td>
<td>127</td>
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<td>6 bedrooms</td>
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</table>

*Effective Date May 01, 2020*
## Utility Allowances

**Loveman Village 1-7**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>2 Bedrooms</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>3 Bedrooms</td>
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<td>0</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>0</td>
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</tbody>
</table>

*Effective Date: May 01, 2020*
## Utility Allowances

### Smithfield Court 1-9

<table>
<thead>
<tr>
<th>Bedroom</th>
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</tr>
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<tr>
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<tr>
<td>1 Bedrooms</td>
<td>86</td>
<td>81</td>
<td>-5</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>112</td>
<td>95</td>
<td>-17</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>124</td>
<td>115</td>
<td>-9</td>
</tr>
<tr>
<td>4 Bedrooms</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5 bedrooms</td>
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</tr>
</tbody>
</table>
## Utility Allowances

### Tom Brown Village 1-10

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>97</td>
<td>78</td>
<td>-19</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>104</td>
<td>90</td>
<td>-14</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>126</td>
<td>107</td>
<td>-19</td>
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<tr>
<td>4 Bedrooms</td>
<td>150</td>
<td>119</td>
<td>-31</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>164</td>
<td>142</td>
<td>-22</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
## Utility Allowances

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
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<tbody>
<tr>
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<td>-28</td>
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<tr>
<td>2 Bedrooms</td>
<td>128</td>
<td>101</td>
<td>-27</td>
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<td>3 Bedrooms</td>
<td>165</td>
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<td>162</td>
<td>156</td>
<td>-6</td>
</tr>
<tr>
<td>5 Bedrooms</td>
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<tr>
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</table>

**Effective Date:** May 01, 2020
# Utility Allowances

Collegeville 1-13

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>100</td>
<td>73</td>
<td>-27</td>
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<tr>
<td>2 Bedrooms</td>
<td>109</td>
<td>94</td>
<td>-15</td>
</tr>
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<td>3 Bedrooms</td>
<td>137</td>
<td>110</td>
<td>-27</td>
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<tr>
<td>4 Bedrooms</td>
<td>164</td>
<td>135</td>
<td>-29</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>184</td>
<td>149</td>
<td>-35</td>
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</tbody>
</table>
## Utility Allowances

**Harris Homes 1-14**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedrooms</td>
<td>92</td>
<td>74</td>
<td>-18</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>99</td>
<td>90</td>
<td>-9</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>126</td>
<td>108</td>
<td>-18</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>137</td>
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<td>5 bedrooms</td>
<td>169</td>
<td>153</td>
<td>-16</td>
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## Utility Allowances

North Birmingham Homes 1-16

<table>
<thead>
<tr>
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<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>92</td>
<td>85</td>
<td>-7</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>111</td>
<td>105</td>
<td>-6</td>
</tr>
<tr>
<td>3 Bedrooms</td>
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<td>127</td>
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<td>4 Bedrooms</td>
<td>164</td>
<td>146</td>
<td>-18</td>
</tr>
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</table>

*Effective Date: May 01, 2020*
## Utility Allowances

**Cooper Green Homes 1-17**

<table>
<thead>
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<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>89</td>
<td>73</td>
<td>-16</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>101</td>
<td>83</td>
<td>-18</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>115</td>
<td>101</td>
<td>-14</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>145</td>
<td>125</td>
<td>-20</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>163</td>
<td>142</td>
<td>-21</td>
</tr>
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<td>6 bedrooms</td>
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## Utility Allowances

<table>
<thead>
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<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>2 Bedrooms</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>262</td>
<td>200</td>
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<td>4 Bedrooms</td>
<td>304</td>
<td>247</td>
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<tr>
<td>5 Bedrooms</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6 bedrooms</td>
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</table>

**Effective Date:** May 01, 2020
# Utility Allowances

Roosevelt 1-30

<table>
<thead>
<tr>
<th>Bedroom</th>
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<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
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<td>117</td>
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<td>2 Bedrooms</td>
<td>242</td>
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<td>-87</td>
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<tr>
<td>3 Bedrooms</td>
<td>280</td>
<td>194</td>
<td>-86</td>
</tr>
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<td>4 Bedrooms</td>
<td>323</td>
<td>230</td>
<td>-93</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>366</td>
<td>276</td>
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</table>
Utility Allowances

Park Place 1-31 thru 33

<table>
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<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>84</td>
<td>84</td>
<td>0</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>97</td>
<td>97</td>
<td>0</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>111</td>
<td>111</td>
<td>0</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>174</td>
<td>174</td>
<td>0</td>
</tr>
<tr>
<td>5 Bedrooms</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6 bedrooms</td>
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</table>

Effective Date: May 01, 2020
# Utility Allowances

## Tuxedo Terrace 1-34 thru 35

<table>
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<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>88</td>
<td>88</td>
<td>0</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>102</td>
<td>102</td>
<td>0</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>119</td>
<td>119</td>
<td>0</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>153</td>
<td>153</td>
<td>0</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 bedrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Effective Date: May 01, 2020*
## Utility Allowances

**Kimbrough Homes 1-18**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>91</td>
<td>81</td>
<td>-10</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>114</td>
<td>96</td>
<td>-18</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>134</td>
<td>117</td>
<td>-17</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>161</td>
<td>138</td>
<td>-23</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>191</td>
<td>164</td>
<td>-27</td>
</tr>
<tr>
<td>6 bedrooms</td>
<td>223</td>
<td>184</td>
<td>-39</td>
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</table>

*Effective Date May 01, 2020*
### Utility Allowances

**Glen Brook 1-37**

<table>
<thead>
<tr>
<th>Bedroom</th>
<th>Old Amount</th>
<th>New Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>78</td>
<td>78</td>
<td>0</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>98</td>
<td>98</td>
<td>0</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>121</td>
<td>121</td>
<td>0</td>
</tr>
<tr>
<td>4 Bedrooms</td>
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</tr>
<tr>
<td>5 Bedrooms</td>
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</tr>
<tr>
<td>6 bedrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Effective Date: May 01, 2020*
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

BOARD OF COMMISSIONERS MEETING

PUBLIC SAFETY REPORT

February 20, 2020

- Monthly Crime Status Report
PURPOSE OF COMMUNITY SAFETY PARTNERSHIP

The purpose of this Monthly Activity Report is to provide situational awareness of crime in the Housing Authority of the Birmingham District (HABD) and the activities of the Community Safety Partnership (CSP) Division. The purpose of the CSP is as follows:

1. Reduce violent crime and the residents’ and communities’ perception of a lack of safety in and around the fourteen housing developments,
2. Improve community relations with law enforcement, through increased cultural competency and improved trust, and
3. Improve the working relationships between BPD and HABD by working together to improve housing conditions for HABD residents.

OVERVIEW OF CRIME IN HABD:

Part 1 Crime is down in the HABD, -3.4 percent. The chart depicts total crime for year 2019 versus 2020 for all the HABD developments.

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homicide</td>
<td>2</td>
<td>0</td>
<td>200.0%</td>
</tr>
<tr>
<td>Rape</td>
<td>0</td>
<td>1</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Robbery</td>
<td>8</td>
<td>10</td>
<td>-20.0%</td>
</tr>
<tr>
<td>Agg. Assaults</td>
<td>33</td>
<td>32</td>
<td>3.1%</td>
</tr>
<tr>
<td>Total Violent</td>
<td>43</td>
<td>43</td>
<td>0.0%</td>
</tr>
<tr>
<td>Burglary</td>
<td>8</td>
<td>10</td>
<td>-20.0%</td>
</tr>
<tr>
<td>Auto Theft</td>
<td>7</td>
<td>9</td>
<td>-22.2%</td>
</tr>
<tr>
<td>UBEV</td>
<td>2</td>
<td>3</td>
<td>-33.3%</td>
</tr>
<tr>
<td>Theft</td>
<td>24</td>
<td>22</td>
<td>9.1%</td>
</tr>
<tr>
<td>Total Property</td>
<td>41</td>
<td>44</td>
<td>-6.8%</td>
</tr>
<tr>
<td>Total Part I</td>
<td>84</td>
<td>87</td>
<td>-3.4%</td>
</tr>
</tbody>
</table>
BACKGROUND INFORMATION:

This report will only address crime since the inception of the HABD. The HABD had no impact on crime prior to its inception. The CSP was established on October 23, 2019. The chart identifies crime after the inception of HABD below:

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>2020</th>
<th>2019</th>
<th>%Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homicides</td>
<td>3</td>
<td>1</td>
<td>200.00%</td>
</tr>
<tr>
<td>Rape</td>
<td>2</td>
<td>2</td>
<td>0.00%</td>
</tr>
<tr>
<td>Robbery</td>
<td>10</td>
<td>15</td>
<td>-33.33%</td>
</tr>
<tr>
<td>Agg Assaults</td>
<td>74</td>
<td>93</td>
<td>-20.43%</td>
</tr>
<tr>
<td>Burglary</td>
<td>32</td>
<td>20</td>
<td>60.00%</td>
</tr>
<tr>
<td>Auto Theft</td>
<td>15</td>
<td>29</td>
<td>-48.28%</td>
</tr>
<tr>
<td>UBEV</td>
<td>6</td>
<td>11</td>
<td>-45.45%</td>
</tr>
<tr>
<td>Theft</td>
<td>54</td>
<td>63</td>
<td>-14.29%</td>
</tr>
<tr>
<td>Total</td>
<td>196</td>
<td>234</td>
<td>-16.24%</td>
</tr>
</tbody>
</table>

VIOLENT CRIME

Part I crime is down Year to Date (YTD) -16.24% compared to Last Year to Date (LYTD).

- **Burglaries** are up 60.00%. Year to Date

An analysis of burglaries revealed:

Thirty two burglaries were reported between October 23 2019 and February 12th 2020. Eight burglaries were reported in January 2020. The majority of burglaries (2), were reported, in the Collegeville Housing Development and (2) burglaries reported in North Birmingham Housing Development. The burglaries reported were acquaintance and juvenile related. Kimbrough Homes Morton Simpson, Smithfield and Southtown Housing Development all reported one burglary in each development. The burglaries reported, were unknown suspects.
STRATEGIES

Community Policing requires a bond of trust between HABD residents and the police. The CSP officers are committed to building relationships within the housing developments by addressing the root causes of criminal behavior. The CSP are implementing the following strategies:

1. The CSP is continuing to educate residents on specific needs. Handouts are continuing to be distributed on subject matter related to crime in each development. i.e. “Do Not Lose a Friend to Drugs,” Rape, Shoplifting, and, Burglary Prevention.
2. Officers are engaging the residents through mentoring and Knock n Talks.
3. Domestic Violence Detectives conducted talks at Morton Simpson and Southtown Housing. Residents were informed of current Domestic Violence Laws.
4. Crime Prevention Officers conducted talks in Morton Simpson and Southtown Housing Developments. Residents were instructed on how to set up a Neighborhood Block Watch in their communities.
5. The Safe Passage Program was launched by Captain Finney this month. The program allows local businesses, educators, and parents the opportunity to partner, and provide a safe and secure environment for youth. The Safe Passage Program has three segments, “Walking School Bus,” “Parent Patrol,” and “Safe Haven.” Each segment plays an important role in the success of the Safe Passage Program. The Walking School Bus allows parents to walk children to and from school, providing a safe route. The Parent Patrol allows parents and school staff to stand at school entrances before and after school, to ensure the children get to and from their classes safe. Lastly, Safe Place provides the youth with a place of refuge from danger. Local businesses, police stations, fire houses and recreational centers provide shelters for youth in danger.

Preventative patrol provides increased police presence to identify potential problems in areas high in crime. The CSP conduct the following preventative patrols:

1. Bike Patrols - Two CSP officers attended Bike School in January. The officers will conduct bike patrols during the spring and summer months.
2. Foot Patrols – The CSP walk in their assigned communities in order to provide a non-confrontational presence among residences.
3. Knock n Talks – The CSP conduct knock n Talks during their shifts to engage the residents and build relationships.
4. Directed Patrols - is a tactic used by CSP to reduce or stop crime in specific problematic areas.
CHALLENGES

- Developing relationships with community members to provide specific information on suspects, method of operation, times and locations of crime (Drug Activity, Shootings etc.)

- Maintaining an operational relationship with partners, as they adapt to the new CSP Programs' contractual obligations.
## Community Engagements and Productivity

### January 2020

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<th>Public Education Flyers</th>
<th>Council President Advisory Board Meeting</th>
<th>Asset Manager Meeting</th>
<th>Community Meeting</th>
<th>Community Engagements</th>
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- Nurses/Partnership Jan. 15th
- Security meeting/ Jan 15th
- January 23rd
- January 22nd
- MrGray / meeting
- Mavericks/ Jan 27th
- Safe Passage/ Jan 30TH
- Basketball Jan 17,18,19
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

BOARD OF COMMISSIONERS MEETING

HOUSING OPERATIONS

FEBRUARY 20, 2020

• Public Housing Preferences for Homeless Families
HABD Public Housing Waiting List Preferences

Housing for Safety and Natural Disaster:
Qualified applicants requiring housing due to documented family abuse, natural disaster and fires shall be housed immediately upon the availability of the appropriate size apartment.

Public Housing Working Family Preference:
Applies to applicants where:

1. The head, spouse, co-head, or sole member is employed full-time (at least 30 hours per week)
   AND

2. The head, spouse, co-head, or sole member has been employed full-time (at least 30 hours per week) continuously for at least twelve (12) consecutive months prior to submission of their public housing application (verification will be required at the time of application in order to receive the preference points)

OR

3. The head and spouse/co-head, or sole member is a person age 62 or older, or is a person with disabilities

Housing Preference for Homeless Families:

The Homeless Preference will apply to applicants who lack a fixed, regular and adequate nighttime residence; have a primary nighttime resident that is a supervised public or private shelter providing temporary accommodations; live in a public or private place not ordinarily used as an accommodation for human beings (lack indoor plumbing, toilet facilities, adequate or safe electrical service, heat, or kitchen); or a designated social service agency that certifies the family as homeless.

To qualify for the homeless preference, applicants must be referred by a service agency that is able to supply a signed certification that the applicant meets the above definition(s) of homelessness and is qualified to apply for housing under these criteria.
Housing Preference for United States Veterans:

The United States Veterans Preference will apply to applicants who have served active duty and who have not received a dishonorable discharged from the Armed Services and who otherwise meet all qualifications to apply and reside in Public Housing.
Veteran Family means a veteran who is a single person or a family in which the head of household, or the spouse of the head of household, is a veteran.

To qualify, the applicant must supply documentation from any branch of the Armed Services that describes applicant's veteran status and any status other than that of dishonorable discharge from the service.

If a Veteran Family is on the waiting list, and the veteran is deceased before admittance to the program, the spouse of the veteran shall maintain their place and preference on the wait list. For a widow/widower of a Veteran to be qualified for the Veterans preference, the registrant must supply the birth certificates, marriage certificate and death certificate.
HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

BOARD OF COMMISSIONERS MEETING

ASSISTED HOUSING /SECTION 8

FEBRUARY 20, 2020

- Housing Choice Voucher Homeless Preferences
Housing Choice Voucher (Section 8) Waiting List Preferences

Involuntary Displaced

Families may qualify for this preference if they were displaced and not living in standard permanent replacement housing due to a government action or natural disaster, or local government has condemned their place of living. Additional details available in the Section 8 Administrative Plan.

Working Family Preference

Families that are defined as where the head, spouse, or sole member is employed for at least 30 hours per week. Applicant shall also be given the benefit of the working family preference if the head, spouse, or sole member is age 62 or older, or is a person with disabilities.

Elderly/Disabled

Families that are defined as where the head, spouse, or sole member is age 62 or older, or is a person with disabilities.

Domestic Violence

Displacement that is due to one or more members of an applicant’s family having been the recent (within the past 180 calendar days) or recurring victim of one or more incidents of domestic violence originating from within their current living situation.

Homeless

Any individual or family who lacks a fixed, regular, and adequate nighttime residence; has a primary nighttime residence that is (a) supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing, or housing for the mentally ill) (b) an institution that provides a temporary residence for individuals intended to be institutionalized (c) a public or private place not designed for, or ordinarily used as, a regularly sleeping accommodation for human beings.