



*Growing Communities One Family At A Time*

**FORMS TO BE RETURNED ALONG WITH YOUR TABBED PROPOSAL SUBMITTAL**

**ATTACHMENTS** (*Certification Forms and Affidavits*)

	PROPOSAL COST FORM
<b>A</b>	Form of Proposal
<b>B</b>	Profile of Firm Form
<b>C</b>	Form HUD-5369-C, <i>Certifications, and Representations of Offers, Non-Construction Contract</i>
<b>D</b>	Form HUD 92010 <i>Equal Employment Opportunity Certification</i>
<b>E</b>	Form HUD 50070 <i>Certification of a Drug-Free Work Place</i>
<b>F</b>	Section 3 Compliance Agreement
<b>G</b>	Section 3 Business Concern Documentation, <i>if applicable</i> <b>(to be completed only if your firm is claiming a Section 3 Business Concern)</b>

**RFP NO. 2022-07**  
**PROPOSAL COST FORM**

**LAWN CARE AND LANDSCAPE MAINTENANCE SERVICES  
AT JOHNSON TOWERS & TODD TOWERS**

In compliance with the Request for Proposals (RFP), the undersigned offers and agrees, I the Offer be accepted within 60 calendar working days from the date of the proposal opening, to furnish any and all of the services in the RFP, for which prices are quoted.

<b>DEVELOPMENT</b>	<b>FLAT COST PER MONTH</b> <i>in accordance with Scope of Services</i>	<b>ADDITIONAL POTENTIAL LABOR</b> <i>that may be required</i>	<b>HOURLY RATE</b>
Johnson Towers	\$	Supervisor	\$
Todd Towers	\$	Technician ( <i>trimmer/repairman</i> )	\$
		Laborer	\$

**HUNTSVILLE HOUSING AUTHORITY**  
Antonio McGinnis, Executive Director/CEO

**INVOICE FOR PAYMENT SHOULD BE MAILED TO:**  
Huntsville Housing Authority  
Attention: Accounts Payable  
Post Office Box 486  
Huntsville, Alabama 35804-0486

NAME OF PROPOSER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BUSINESS LICENSE NO. \_\_\_\_\_

**Attached Copy of Business License**

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

STATE & ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**RFP NO. 2022-07**  
**PROPOSAL COST FORM**

**LAWN CARE AND LANDSCAPE MAINTENANCE SERVICES**  
**AT JOHNSON TOWERS & TODD TOWERS**

In compliance with the proposal documents, the undersigned, in making this proposal, represents the following:  
**(Proposer is to initial each line item to certify agreement.)**

**Proposer's Initials**

- \_\_\_\_\_ 1. Proposer has read and understands the proposal documents, and proposer's response is made in accordance therewith;
- \_\_\_\_\_ 2. Proposer has reviewed the Scope of Services prepared by Huntsville Housing Authority (HHA) and understands that it will apply to this RFP and his/her response is made in accordance therewith;
- \_\_\_\_\_ 3. Proposer has had the opportunity to familiarized himself/herself with the local conditions under which the services are to be performed and has correlated his/her observations with the requirements of the RFP documents;
- \_\_\_\_\_ 4. Proposer agrees with the compensation to be paid based upon a firm-fixed cost and a hourly rate for additional potential labor;
- \_\_\_\_\_ 5. Proposer has reviewed the HHA policy on Section 3 compliance provided. All proposers will be required to demonstrate compliance with Section 3, to the greatest extent feasible.

**List of Acknowledged Addenda (*if no addenda published, leave blank*)**

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

**The Undersigned Proposer agrees to the following:**

- The Proposer's response will not be modified, withdrawn, or canceled during the 90-day period following the time and date designated for the receipt of the proposals.
- HHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HHA to be in its best interests.
- The undersigned certifies that he/she is authorized to execute agreements/contracts on behalf of the Proposer as legally named, that the respondent's proposal is submitted in good faith without fraud or collusion with any other respondent, that the information indicated in the document is true and complete, and that the Proposal is made in full accord with State Law.

\_\_\_\_\_  
**SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

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

**FORM OF PROPOSAL**  
**(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

<b>X=ITEM INCLUDED</b>	<b>TAB NO.</b>	<b>SUBMITTAL ITEMS (One Original)</b>
_____	1	Form of Proposal <i>(Attachment A)</i>
_____	2	Proposed Services
_____	3	Demonstrated Understanding of the Requirement
_____	4	Appropriateness of the Technical Approach
_____	5	Technical Capabilities
_____	6	Demonstrated Experience/Demonstrated Successful Past Performance
_____	7	Managerial Capacity/Financial Viability
_____	8	Client Information/References
_____	9	Profile of Firm <i>(Attachment B)</i>
_____	9	Form HUD-5369-C <i>(Attachment C)</i>
_____	9	Form HUD-92010 <i>(Attachment D)</i>
_____	9	Form HUD-50070 <i>(Attachment E)</i>
_____	10	Proposal Cost Form
_____	10	Copy of Business License
_____	11	Section 3 Compliance Agreement <i>(Attachment F)</i>
_____	12	Section 3 Business Concern- <i>if applicable</i> <i>(Attachment G)</i>
_____	13	Other Information (Optional)

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business concern? YES\_\_\_ or NO\_\_\_. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 12, which criteria number are you claiming? \_\_\_\_\_.

**PROPOSER’S STATEMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Company

HUNTSVILLE HOUSING AUTHORITY

**PROFILE OF FIRM  
RETURN WITH QUOTE**

*(This Form must be fully completed and placed in the submittal.)*

**PRIME\_\_\_\_\_ SUB-CONTRACTOR \_\_\_\_\_**

*(Proposer must also identify his sub-contractors (if any) by making a copy of Profile of Firm form and providing a completed copy for each sub-contractor)*

(1) Name of Firm: \_\_\_\_\_  
(2) Address, City, State, Zip: \_\_\_\_\_  
(3) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

☐ Resident-Owned    ☐ African American    ☐ Native American    ☐ Hispanic American    ☐ Asian/Pacific American    ☐ Asian/Indian American  
\_\_\_\_\_ %                  \_\_\_\_\_ %                  \_\_\_\_\_ %                  \_\_\_\_\_ %                  \_\_\_\_\_ %                  \_\_\_\_\_ %

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

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

Certified by: \_\_\_\_\_

*(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)*

(5) Federal Tax ID No. \_\_\_\_\_  
DUNS No. \_\_\_\_\_

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

(7) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(8) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(9) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided 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

*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*

- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? ☐ Yes ☐ No

*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or quote hereby certifies that such proposal or quote is genuine and not collusive and that said respondent entity has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or quote or to refrain from proposing or quoting, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or quote price of affiant or of any other respondent or Quoter, to fix overhead, profit or cost elements of said proposal or quote price, or that any other respondent or Quoter or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or quotes are true.

- (13) **Verification Statement:** The undersigned respondent hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.

- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

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Signature

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Date

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Printed Name

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Title

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

---

Typed or Printed Name:

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Title:

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**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 4/30/2020)

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

Firm Name and Address

By

Title

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 in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard 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 said 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 vendor. 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 vendor 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 more than 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.

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

**SECTION 3 COMPLIANCE AGREEMENT**  
**RETURN WITH QUOTE**

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75 (Section 3).*

- 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, 24 CFR Part 75 (Section 3). The purpose of Section 3 is to bring about economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, be directed to low and very low-income persons residing in communities where the financial assistance is expended, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The contractor and any subcontractor(s) shall electronically provide to HHA documentation of their good faith efforts to comply with the contract and workforce participation goals of this project. This would include but not be limited to total number of hours worked on each job/project, weekly certified payroll, subcontract awards, and contract/subcontract payments. All information shall be provided through ePrismSoft, a web-based compliance tracking system.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 75 – Section 3 Regulations.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



### **SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM**

*(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)*

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

<p><b>Please return this form with proposal documents or to the following address:</b></p> <p><b>Huntsville Housing Authority</b>  <b>Attn: Section 3 Coordinator</b>  <b>200 Washington Street</b>  <b>Huntsville, AL 35801</b></p>	<p><b>The HHA's Section 3 Self Certification</b></p> <p><b>For assistance completing the online application, please call</b>  <b>Phone: 256-532-5624</b></p>
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**Section 3 Business Criteria:** Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria.

- ☐ 1. Fifty-one percent or more of your business is owned by a low- or very low-income persons
- ☐ 2. Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or.
- ☐ 3. It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

**Section 3 Business Certification Statement:** I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Huntsville Housing Authority 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): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		





### CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN

**PART I-- Purpose:** To ensure that regulations promulgated under 24 CFR Part 75 “Economic Opportunities for Low- and Very Low-Income Persons” is met, HHA has developed and approved a Section 3 Policy for HHA. Information on specific compliance with Section 3 is found in HHA’s Section 3 Policy, or in the regulations at 24 CFR Part 75.

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 HHA.

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

**IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, you must immediately contact your HHA contract contact as well as the HHA Section 3 Coordinator.**

