

LEGAL NOTICE

The City of Gulfport is soliciting RFQ's for Architectural Design Services for New Construction of an Elevated Fuel and Service Support Facility.

Delivery - **One (1) original, three (3) copies and one digitally converted copy** of the statement of qualification shall be submitted. All proposals must be received in the Procurement Office of the City of Gulfport, 1410 24th Avenue, Gulfport, MS 39501, no later than **5:00 o'clock p.m. local time, December 8, 2014**, after which time they will be referred to the Selection Committee. Any submittal received after the above stated date and time will be returned unopened.

The RFQ package may be picked up at the Procurement Office, located at 1410 24th Avenue, Gulfport, MS or the package can be faxed or emailed by calling 228-868-5705 X6550.

Inquiries - All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) days of the due date of the proposal.

Procurement Department
Hardy Bldg., 1410 24th Avenue
Gulfport, Ms. 39501
cdebenport@gulfport-ms.gov

The selection committee will review each statement based on the grading criteria published in the RFQ document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interview will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for proposal. Upon final selection(s) and a determination made by the City's governing authority, negotiations may commence and a written contract may be awarded to the individual(s)/firm(s) whose proposal is determined by the governing authority to be the most qualified.

This project is funded fully or partially with Federal funds provided through Mississippi Development Authority, utilizing Supplemental Community Development Block Grant Funds from the Department of Housing and Urban Development; the successful firm must comply with all applicable federal, state and local requirements contained in the Contract Documents, including but not limited to Section 3, Davis-Bacon Federal Wage Regulations, E-Verify, etc., as identified in the bid proposal packet as "HUD Contract Provisions for Non-Construction Contracts". All Women and Minority and Section 3 Contractors are encouraged to apply.

The successful firm must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

The City of Gulfport reserves the right to reject any and all proposals and to discontinue contract execution with any party at any time prior to final contract execution. The City of Gulfport is an equal opportunity employer.

Direct contact with any city employee, including the Governing Authority on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Section 3: This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to very low-income persons and businesses residing in the community where the project is located. Section 3 businesses are encouraged to submit a bid as any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

Publish in the Legal Section on: 11-21-14
11-28-14

Send Invoice & Proof of publication to: Connie Debenport, CPPB
P. O. Box 1780
Gulfport, MS 39502-1780



Request for Qualifications

Architectural Design
Services for Elevated Fuel
and Service Support
Facility

City of Gulfport
Date: 11-21-14



**Procurement Department
1410 24th Avenue
Gulfport, MS 39501**

November 21, 2014

**Request for Qualifications
For
Architectural Design Services**

I. INTRODUCTION

The City of Gulfport, MS requests qualified individuals and/or firms to submit a statement of qualifications for Architectural Design Services for new construction of an Elevated Fuel and Service Support Facility located in Jones Park. The building will be required to be elevated above the current base flood elevation and meet the requirements of being located in a flood velocity zone. The area below the elevated structure will be utilized for bait wells and other functions allowed in the flood zone.

This project is funded fully or partially with Katrina Supplemental Community Development Block Grant Funds provided through Mississippi Development Authority to the City of Gulfport, and the successful respondent must comply with all federal, state and local requirements contained in the Contract Documents, as identified in the bid proposal packet as "HUD Contract Provisions for Non-Construction Contracts."

This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to very low-income persons and businesses residing in the community where the project is located. Section 3 businesses are encouraged to submit a bid as any responsive, responsible respondent that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A respondent selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

II. STATEMENT OF WORK

Architect shall develop complete bid documents for the new construction of an Elevated Fuel and Service Support Facility located in Jones Park. Bid documents to include plans, specifications, general conditions, Owner-Contractor contract, and all other applicable documents required for public bid of the new construction. Architectural Services will also include services for permitting, bid and award phases, construction administration, and project closeout with the Owner and Contractor.

The selected Architect, as part of the Owner-Architect contract, will provide a project design schedule with scheduled work activities, duration, and completion dates, to the Owner's Representative for approval. The Architect will make revisions, if necessary, based on the Owner's review of the design schedule.

As part of the basic design fees and services (not as an additional service or additional cost), the selected Architect will propose and provide a project management software program, equal to or better than Submittal Exchange®, to be used on this project. Access and use of the project management software will be granted to the Owner, Engineer, and Contractor. Purpose of the software will be to streamline submittal process, keep project team members accountable for timely reviews of submittals, monitor submittal status and process, create and distribute reports, schedules, and project meeting minutes, and share other documents necessary for the project.

As part of the basic design fees and services (not as an additional service or additional cost), the selected Architect will develop and propose for the Owner's review and acceptance, a quality assurance-quality control plan (QA/QC) to allow for the sampling, testing, monitoring, and verifying the Contractor's workmanship and materials are compliant with the contract documents and are of an acceptable quality. The QA/QC plan will include measures to ensure copies of all tickets, reports, "cut-sheets", test results, etc. of materials delivered and incorporated in the project are to become part of the permanent project file. Documents are to be submitted to the project files during construction no later than seven (7) calendar days of receipt by Architect or the Architect's field representative.

As part of the basic design fees and services (not as an additional service or additional cost), the selected Architect will provide a Field Representative that will visit the project sites at a frequency necessary to ensure, at a minimum, the requirements outlined in this RFQ are met.

III. PROPOSED FORMAT

The following is a suggested format.

1. A cover letter specifying the name of the Project Manager and the location and address of the office to be assigned the majority of the work; include the anticipated use of subcontracts and/or vendors. Describe the resources necessary to accomplish the purpose of the project.
2. Personnel – Identify the individuals who will be part of the project team. Include any outside personnel such as subcontractors. A resume for each principal member, the project manager and employees of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a licensed Architect.
3. Organization Qualifications – Describe your experience, capabilities and other qualifications for this project, including name of project, point of contact and phone number(s).
4. A description of similar type work completed during the past five (5) years which qualifies you or your firm for this work, the cost and scheduled completion (or actual completion) of the work.
5. A statement that your organization is sufficiently staffed to perform the required architectural services with reasonable dispatch.

6. A statement to the effect that, in the event certain features on the proposed project are of such complexity and nature as to require specialized or expert assistance, whether your organization is sufficiently staffed with such specialists, or if will be necessary to associate with other, and if an association should be necessary, the nature of such association.

IV. CRITERIA FOR SELECTION

The following selection criteria are examples of areas that can be used as the basis for the evaluation of proposal.

1. The experience in performing the type of work outlined in the Scope of Work;
2. The qualifications of the principals and professionals to be assigned;
3. The extent of in-house capabilities of the firm;
4. Local, minority-owned, small, woman-owned, veteran-owned or otherwise designated as a disadvantaged business participation;
 - a. For local business qualification: Provide documentation identifying the location of the Respondent's corporate or head office as being within the State of Mississippi to establish the business as a "local" businessbusiness.
 - b. For minority-owned, small, woman-owned, veteran-owned or otherwise designated DBE: Respondent is qualified as minority, small, women, veteran, and other DBE based on HUD guidelines.
5. Section 3 qualifications. Respondent **shall** demonstrate commitment to the achievement of the Section 3 goals in one of the following two ways:

(1) Respondent must Certify as a Section 3 business concern; or

(2) Respondent must provide a Section 3 plan detailing how it will meet the required Section 3 subcontracting goal of providing non-construction subcontracting opportunities to Section 3 business concerns in an amount not less than 3% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

If a proposal is submitted without satisfying one of the two requirements set forth above, then that proposal will be deemed *non-responsive and rejected*; provided, however, that in the event the respondent, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such respondent will be

encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

V. CONTRACT ADMINISTRATION

A. Project Manager

The City of Gulfport will designate a Program Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the City of Gulfport Procurement Manager and the designated Program Manager.

B. Expenses of Preparing Responses to this RFQ

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFQ in the preparation of their responses. Such expenses are borne exclusively by the responders.

C. Submittal Instructions

One (1) original, three (3) copies of the qualifications statement shall be submitted to the Procurement Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 5:00 pm local time on December 8, 2014, after which time they will be delivered to the Selection Committee. Any statements submitted after the date and time as noted will be returned unopened.

Each statement will be evaluated for full compliance with the RFQ instructions to the offeror and the mandatory terms and conditions set forth within the RFQ document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All qualification statements submitted under this RFQ shall become the property of the City of Gulfport and will not be returned

D. Proposal Duration

Statements submitted in response to this RFQ must be valid for a period of sixty (60) days from proposal submission deadline, and must be so marked.

E. Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Qualifications. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

F. Award of Contract

A selection committee will review and rate all qualification statements and may determine an interview list of the firms whose proposal is highest rated based on qualifications and information provided.

Interview listed firms may be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and may compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms and will include the cost proposal information along with its recommendation to the Administration and City Council, who will make the final decision as to award of Contract.

As applicable, priority consideration shall be given, where feasible, to:

- (i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youth build programs (category 2 businesses);
- (iii) Other section 3 business concerns.

Authorizations

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Architectural Design Firm a thirty (30) day written notice. Upon such cancellation, the Architectural Design Firm shall immediately cease services at the conclusion of the thirty (30) day notice period. The City shall be liable and responsible to the Architectural Design Firm only to the extent of work already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to the Architectural Design Firm. Cancellation shall not release the OFFEROR from legal remedies available to the City.

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions

Questions regarding this RFQ should be directed to the Procurement Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information.

Please mark one:

☐ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Minimum Insurance Requirement

Professional Liability:	\$1,000,000	Each Person
	\$3,000,000	Total Aggregate
Workers Compensation:	\$500,000	Each Accident
	\$500,000	Each Employee Disease
	\$500,000	Policy Limit Disease

Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Anti-Bribery Affidavit

I HEREBY CERTIFY that:

(1) I am the _____ and duly authorized representative of the firm of
(Title)

_____ Whose address is _____

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting.

Except as described in Paragraph (3) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents directly involved in obtaining contracts with the City of any county, bi-county agency, or subdivision of the state have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Except as described in Paragraph (4) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents has made payment to or provided loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties. I further acknowledge and understand that it is unlawful to make payment or to provide loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties and that violation of this provision is a misdemeanor punishable by a fine of not more than four hundred dollars (\$400.00), or imprisonment for not more than ninety (90) days, or both.

State "none" or, as appropriate, list any conviction, plea, or admission described in Paragraphs (2) and (3) above, with the date, court, official, or administrative body; and the sentence or disposition (if any):

I acknowledge that this affidavit is to be furnished to the requesting agency.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 160 of Article 78A of the Annotated Code of Gulfport, which provides that certain persons who have been convicted of, or have admitted to, bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the state or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Date

Printed or Typed Name

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Signature: _____

Name: _____

Title: _____

Date: _____

State of Mississippi

County of Harrison

On this the ____ day of _____, 2014, before me appeared _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ to execute the
(Name of firm)
affidavit and did so as his or her free act and deed.

Notary Public

My Commission Expires: _____

Reference / Qualifications Statement

Company/Firm Name		
Authorized Representative (print)		
Authorized Representative (signature)		
Address		
Phone Number		
Facsimile Number		
Email		
Website (if available)		
Years in Business		
List of contractor owned equipment available for this project:		

List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Title	Name	Years of Experience
Project Manager		
Superintendent		
Foreman		
Personnel		
Personnel		
Personnel		
Personnel		

List three (3) material suppliers as references, including name and telephone number:

Business/Supplier	
POC	
Address	
Phone	
Email	

Business/Supplier	
POC	
Address	
Phone	
Email	

Business/Supplier	
POC	
Address	
Phone	
Email	

State the truth, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. If a corporation, state the name of the President and secretary. If a partnership, state the names of the partners. If a trade name, state the names of the individuals who do business under the trade name.

It is absolutely necessary that this information be provided.

Exact, correct and complete name of bidder:
The business is a :
Address of principal place of business:
Telephone No.:
List address of corporate officers, or partners, or individuals doing business under the trade names:
1. _____
2. _____
3. _____

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach to proposal.

Name:							
Address:							
Telephone:							
Fax:	Email:						
Years in business:							
List of subcontractor owned equipment to be used in this project:							
List of equivalent type projects performed within the last four (4) years:							
1.	<table> <tr> <td>Name _____</td> <td>Date _____</td> </tr> <tr> <td>Contact Person _____</td> <td>Phone _____</td> </tr> <tr> <td colspan="2">Description of Project _____</td> </tr> </table>	Name _____	Date _____	Contact Person _____	Phone _____	Description of Project _____	
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Name of _____	Date _____						
Contact Person _____	Phone _____						
Description of Project _____							

Project personnel and the number of years' experience.

Title	Name	Years of Experience
Project Manager		
Superintendent		
Foreman		
Personnel		
Personnel		
Personnel		
Personnel		

Special Contract Provisions For Federally-Assisted Non-Construction Contracts

INTRODUCTION

This project/contract is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Entitlement Community Development Block Grant (CDBG), Home Investment Partnership Program, funded directly to the City of Gulfport, or the Katrina Supplemental Community Development Block Grant Program funded through Mississippi Development Authority. The City of Gulfport Community Development Department administers the local CDBG/HOME Programs. *(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the City of Gulfport for CDBG/KCDBG/HOME assisted grants/projects/activities).*

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor/Consultant to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

“HUD” means the Secretary of Housing and Urban Development or person(s) authorized to act on his behalf.

“City” means the Mayor and Council Members of the City of Gulfport or person(s) authorized to act on their behalf.

“MDA” means the Mississippi Development Authority or person(s) authorized to act on their behalf.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE

The Contractor/Consultant shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Mississippi records access and retention requirements, to wit:

- A. Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the comptroller General for examination of all its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor/Consultant certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Consultant, 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 the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor/Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors/Consultants shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended(42 U.S.C. 20000d)** and the requirements imposed by the Regulations of the Department of Commerce (15CDR Part 8) issued pursuant to that Title in accordance there whit no person in the United States shall on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall be not any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), executive Order 11914, Section 504, which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

E. Section 202 of Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor/consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or familial status. 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/Consultant agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
2. The Contractor/Consultant will, in all solicitations or advertisement for employees placed by or on behalf of this Contractor/Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.
3. The Contractor/Consultant 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 by the agency contracting officer, advertising the labor union or worker's representative of the Contractor a commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor/Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor/Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor/Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized 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/Consultant will include 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Consultant will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 f.r. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

The contractor/consultant certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under this/her control. He/she certifies further that he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor/consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause; that he/she will retain such certification in his/her files, and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

SEC. 6 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low and very low-income persons and businesses residing in the community where the project is located.

And that this contract, or any subcontracts, shall include the following clause (24 CFR 135.38):

Section 3 Clause:

All section 3 covered contracts, including subcontracts, shall include the following clause (referred to as the section 3 clause):

- a. The work to be performed under this contracts 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 contract agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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/consultant 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 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/consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor/consultant 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 obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450c) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SEC.7. LABOR STANDARDS. Contractor/Consultant shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs.

A. Davis-Bacon Act Provisions. All contracts for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered then CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

- 1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the secretary of labor and specified in a wage determination.

2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland "Anti-Kick Back Act" (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor/consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.):

Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 of the Act, the Contractor/consultant and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there-under.
3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 9. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning

Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.135(d).

SEC.10 THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended). 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1 M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this Act.

SEC. 11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969, (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The Chief Executive Officer of the Grantee consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law; as specified in 24 CFR Part 58, which further the purposes of NEPA in the areas of historic preservation, noise control, floodplains, coastal zones and wetlands, air quality, water quality, wildlife, and endangered species, solid waste disposal, and environmental effects abroad. The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

SEC. 12 THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 92-123. AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

SEC. 13 ARCHITECTURAL BARRIERS ACT (P.L. 90-480, 42 USC 4151, AS AMENED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

SEC. 14 MINORITY BUSINESS ENTERPRISES, Referenced in Executive Order #11625, OMB Circular A-102 Attachment O Procurement Standards. Grantees are to give priority to Minority Business enterprises in purchase of supplies, equipment, construction, and services.

SEC. 15 CDBG CERTIFICATION, Grantee shall provide any certification required under Section 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, the American Recovery and Reinvestment Act of 2009, and shall comply with the terms of such certification.

SEC. 16. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG/KCDBG/HOME funds shall not be used directly or indirectly to employ; award contracts to; or otherwise engage the services of, or fund any Contractor or Subrecipient during any period of debarment, suspension or

placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 17 EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors/consultants and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification with 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

SEC. 18. CONFLICT OF INTEREST.

A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, Subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

A. Contractor/Consultant's Responsibilities. The Contractor/Consultant shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract.

"Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of an participation by residents of the area."

SEC.19. CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES:

A. The Contractor/Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the Grantee.

- B. All of the services required hereunder will be performed by the contractor/consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

SEC.20. REPORTS AND INFORMATION

The contractor/consultant, at such times and in such forms as the Grantee (City of Gulfport) may require, shall furnish grantee and/or the Department of Housing and Urban Development, and any other representative of the Grantee such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith and any other matters covered by this contract.

SEC.21. RECORDS AND AUDITS

The contractor/consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

SEC 22. COPYRIGHT AND PETENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the city of Gulfport Community Development Department shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor/consultant's services.

SEC. 23. DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the Contractor/Consultant shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor/Consultant shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor/Consultant's rights to make a claim, provided they have notified the City in writing as above stipulated.
- B. **Default and Remedies.**
 - 1. Default shall consist of any failure by the Contractor/Consultant to perform under this contract or written amendments thereto of any breach of any covenant, agreement, provision or warranty provided by the Contractor/Consultant as a part of this contract. Actions which constitute a default include, but are not limited to:
 - a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
 - c. The failure of the Contractor/Consultant to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.

2. Upon occurrence of any default, the City shall advise the Contractor/Consultant in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor/Consultant, the City may continue the suspension or, by written notice of termination, may terminate the contract.
3. Notwithstanding the above, the Contractor/Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor/Consultant or may withhold payments until such time as the exact amount of the damages is determined

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/KCDBG/HOME funds by the Contractor/Consultant under this contract shall, at the option of the City, become its property and the Contractor/Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SECTION 3

**SPECIAL
FEDERAL CONTRACT PROVISIONS**

24 CFR Part 135

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Grant No: _____

Company Name: _____ Project: _____

Subcontractor: _____

Contact Person / Phone #: _____ Contract Amount: _____

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☐ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☐ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youth build programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youth build programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

HUD Section 3 Business Registry

Registry of firms that have self-certified their status as Section 3 Businesses, who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD funded employment opportunities. Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.

- b. "Section 3 business concern" means a business concern—
- (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.

d. Hiring Categories as identified by HUD:

1. PROFESSIONALS.

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.

2. TECHNICIANS.

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

3. OFFICE AND CLERICAL.

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents (and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).

- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

Signature of Company Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified “Step Up” employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered projects.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of

these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered projects.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section will provide specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section will may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	9% of that bid, or \$16,000
At least \$100,000, but less than \$200,000.....	8% of that bid, or \$21,000
At least \$200,000, but less than \$300,000.....	7% of that bid, or \$24,000
At least \$300,000, but less than \$400,000.....	6% of that bid, or \$25,000
At least \$400,000, but less than \$500,000.....	5% of that bid, or \$40,000
At least \$500,000, but less than \$1 million.....	4% of that bid, or \$60,000
At least \$1 million, but less than \$2 million.....	3% of that bid, or \$80,000
At least \$2 million, but less than \$4 million.....	2% of that bid, or \$105,000
At least \$4 million, but less than \$7 million.....	1½% of the lowest responsive bid, with no dollar limit.
\$7 million or more.....	

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most

advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations tor Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

Exhibit 1 to Project Plan

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(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian

Self-Determination and Education Assistance Act (25 U.S.C. 50e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Business Concern Certification

Instructions:

1. This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Company Name: _____

Address: _____

Contact Person: _____ **Phone Number:** _____

Number of Employees: _____ (full time) _____ (part-time)

Does your firm represent and certify that it is a Section 3 business concern?

☐ Yes ☐ No

If yes, please check all that apply. The contractor represents and certifies that:

- ☐ The contractor's firm is 51 percent or more owned by Section 3 residents; or
- ☐ The contractor's permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- ☐ The contractor hereby commits to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses that meet the above two criteria, as identified below and detailed further in the contractor's Section 3 Subcontracting Plan:

SUBCONTRACTOR NAME	SUBCONTRACT AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

On behalf of the above-referenced Company, I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of Company's contract and debarment, or prosecution.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SECTION 3 RESIDENT CERTIFICATION -2014

Harrison County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ ("Contractor") ("Subcontractor").

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Harrison County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$29,150
2	\$33,300
3	\$37,450
4	\$41,600
5	\$44,950
6	\$48,300
7	\$51,600
8	\$54,950

Revised with 2014 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION -2014

Jackson County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ ("Contractor") ("Subcontractor").

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Jackson County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$31,400
2	\$35,850
3	\$40,350
4	\$44,800
5	\$48,400
6	\$52,000
7	\$55,600
8	\$59,150

Revised with 2014 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION -2014

Hancock County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ ("Contractor") ("Subcontractor").

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Hancock County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household (Circle)	Annual Household Income Less Than (Circle)
1	\$29,150
2	\$33,300
3	\$37,450
4	\$41,600
5	\$44,950
6	\$48,300
7	\$51,600
8	\$54,950

Revised with 2014 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE