

PART II Bid Package

The following documents must be completed and submitted to CHA with your bid.

PROPOSAL BID FORM

DATE: _____

The undersigned, having carefully inspected the Chester Housing Authority, either personally or through duly authorized representatives, and also having carefully read and examined the Specifications for the “2024-2025 Unit Renovations Project”, with accompanying Instructions to Bidders and Affidavits, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with said requirements and to furnish all labor, equipment, services and facilities in accordance with said Specifications and Affidavits and to commence said performance per the direction of the Chester Housing Authority following the award of the project.

The Chester Housing Authority desires to obtain one (1) base bid and one (1) alternate bid. Bid options have been described in detail within the accompanying specifications. Bidder is to indicate prices for all options.

BASE BID:

The Base Bid consists of the renovation of two (2) existing housing units, including vinyl sheet flooring, bathroom renovation, kitchen renovation, complete wall, ceiling and trim work painting and new light fixtures throughout, also includes the installation of new plumbing, electrical, mechanical systems related to the kitchen and bathroom work, general carpentry, insulation, exterior framing and insulation, and vinyl siding. All related minor work, connections, plumbing, and electrical connections required to complete the installations will be performed by the Contractor and included in the base cost per item.

Bid items are listed on PennBid and pricing shall be provided on PennBid for each item as described. As part of this Bid Form, the sum total for all work associated with this project shall be shown below. This total shall match the sum total of the bid items on PennBid.

BASE BID (Sum Total):

Total Base Bid Price: _____

ALTERNATE BID NO. 1:

Alternate Bid No. 1 consists of the renovation of one (1) existing housing unit, including vinyl sheet flooring, bathroom renovation, kitchen renovation, complete wall, ceiling and trim work painting and new light fixtures throughout, also includes the installation of new plumbing, electrical, mechanical systems related to the kitchen and bathroom work, general carpentry, insulation, exterior framing and insulation, and vinyl siding. All related minor work, connections, plumbing, and electrical connections required to complete the installations will be performed by the Contractor and included in the base cost per item.

Alternate Bid No. 1 items are listed on PennBid and pricing shall be provided on PennBid for each item as described. As part of this Bid Form, the sum total for all work associated with this project shall be shown below. This total shall match the sum total of the bid items on PennBid.

ALTERNATE BID NO. 1 (Sum Total):

Total Alternate Bid No. 1 Price: _____

Company Name:

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

BID FORM WITH AFFIDAVITS

Solicitation Number:

(Type or Print)

Proposal Date: _____

Bidder's Name: _____

Bidder's Address: _____

Business Phone Number: _____

Business Fax Number: _____

Federal Employment ID Number: _____

Dear Sir/Madam:

I. THE BID

A. The undersigned bidder ("Bidder") proposes to furnish all labor, materials, Tools, supplies and insurance and to pay all applicable taxes and to perform all work as provided in the Contract Documents for the performance of the above-referenced ("Project"), for the sum of:

BASE BID \$ _____
(Price in Numbers)

BASE BID _____ Dollars.
(Price in Words)

C. The Bidder acknowledges receiving the following Addenda:

_____ (Write in the number for each addendum received or write "none") and has included all modifications set forth in the Addenda in its Bid proposal. Twenty-four (24) hours before the bid opening date, bidder may telephone (610) 940-1050 to verify with Christopher Fazio the list of addenda that the Bidder should have received. There will be no addenda to the scope of work issued by The Chester Housing Authority during the (7) business days immediately preceding the Bid opening date.

II. TAX EXEMPTION

A. The Housing Authority is exempt from most federal excise tax. If the Bidder is the manufacturer of an item upon which there is a federal excise tax, the Bidder Certifies that it has not included such tax in this bid.

III. FUNDING SOURCE

This Contract is federally funded.

IV. BIDDER IDENTITY

A. If bidder is an individual or sole proprietorship, state the name and residence here if different from above.

Title	Name	Residence
_____	_____	_____
_____	_____	_____

B. If bidder is a partnership, state the name and residence of each partner on the lines immediately below.

Title	Name	Residence
_____	_____	_____
_____	_____	_____

C. If bidder is a corporation, state the name and residence of each principal of the Corporation on the lines immediately below (unless the corporation is publicly held, in which a case state omits principals).

Title	Name	Residence
_____	_____	_____
_____	_____	_____

V. In submitting this bid, the bidder understands that the right is reserved by the Chester Housing Authority to reject any or all bids – up to the time that the Receiver executes a contract on behalf of the Authority. If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof (120 days if award is delayed by a required approval of another governing agency), the undersigned agrees to

execute and deliver a contract in the prescribed form and to furnish the required insurance within ten (10) days after the contract is presented to the undersigned for signature.

THE BIDDER ACKNOWLEDGES AND AGREES THAT NO CONTRACT SHALL EXIST UNTIL SIGNED BY BOTH PARTIES. ADDITIONALLY, UNTIL BOTH PARTIES SIGN AN AGREEMENT, CHA MAY RESCIND ANY RECOMMENDATION OF AWARD AND THE BIDDER WILL BE DEEMED TO HAVE WAIVED ANY AND ALL RIGHTS TO OBTAIN A CONTRACT WITH CHA OR SEEK DAMAGES AGAINST CHA.

VI. CERTIFICATION OF REVIEW OF ALL CONTRACT DOCUMENTS

The bidder further certifies to having received and examined the latest edition of the Housing Authority's Instructions to Bidders General Conditions, the Specifications, modifications contained in all addenda ("Addenda"), if any, the drawings and plans, if any, and any and all other documents prepared by the Authority and agreed to by the Bidder based on the foregoing Bid (these items collectively referred to as "Contract Documents"), and will perform all stated terms, conditions and provisions, and any special conditions therein, for the sum bid, and that all such Contract Documents are hereby incorporated and made part of this Bid. If the Bidder has not received the Instructions to Bidders and General Conditions, please call Planning & Development Department at (610) 258-0806.

Name of Bidder _____
(Individual, sole proprietorship, partnership or corporation)

Signature _____

(Affix corporate seal here if applicable)

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

INSTRUCTIONS:

A duly authorized officer or director who has been authorized by the Board of Directors to make such proposal must sign where Bidder is a corporation, the Bid Proposal and affidavit applicable to corporations in the name of the corporation. Such officer director in the presence of a notary public must sign an affidavit in the form below.

STATE OF _____
: SS:

COUNTY _____

_____ being duly sworn says: I
am the

_____ of _____

_____ the Corporation whose name is subscribed to and which execute the foregoing Bid Proposal by authority of the Board of Directors of such corporation. I reside at _____. I know the seal of said corporation; and affirm that the seal affixed to the foregoing bid such seal; that it was so affixed by order of the Board of Directors of said corporation; and that I signed my name thereto by like order; I have read the Bid Proposal and have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of person verifying the Bid)

Subscribed and sworn to before me this

_____ Day of _____, 20____

Notary Public or Commissioner of Deeds

FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

INSTRUCTIONS:

Where Bidder is a partnership, the Bid Proposal and affidavit applicable to partnerships must be signed in the name of the partnerships by a partner, of the partnerships below the name of the partnership, as A & B Company, by C. A., Partner, in the presence of a notary public.

STATE OF _____
: SS:

COUNTY _____

_____ being duly sworn,
says: I am partner of _____ the partnerships described,
which execute the foregoing Bid Proposal. I subscribe the name the partnership thereto
on behalf of the partnerships. I have read the Bid Proposal and have knowledge of the
several matters therein stated, and they are in all respects true.

(Signature of person verifying the Bid)

Subscribed and sworn to before me this
_____ Day of _____, 20_____
Notary Public or Commissioner of Deeds

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL OR SOLE PROPRIETOR

INSTRUCTIONS:

Where Bidder is an individual or sole proprietor, the Bid Proposal and affidavit applicable to individual or sole proprietor must be signed below by the individual or sole proprietor in the presence of a notary public.

STATE OF _____
: SS:

COUNTY _____

_____ Being duly sworn, says: I
am the person described which execute the foregoing Bid Proposal. I have read the Bid
Proposal and have knowledge of the several matters therein stated, and they are in all
respects true.

(Signature of person verifying the Bid)

Subscribed and sworn to before me this

_____ Day of _____, 20_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Chester Housing Authority

2024-2025 Unit Renovations Project

PDCAT153

The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description		

Acknowledged by bidder:

Name of Bidder:

_____ By Authorized

Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

Unit Prices for Changes to the Work (Deleted from Solicitation)

BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, That we,

_____ hereinafter referred to as the "Principal," and

Name _____

Address _____ herein after referred to as the "Surety" are held and firmly bound to Chester Housing Authority, hereinafter referred to as the "Authority," or to their successors and assigns, in the penal sum of _____

_____ dollars(\$ _____) lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind our-selves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Authority the accompanying Bid/Proposal, hereby made a part hereof, for

(identify project by number and brief description)

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said bid without the consent of the Authority for a period of one hundred twenty (120) days after the opening bids and, in the event of acceptance of the Principal's Proposal by the Authority, the Principal shall:

(a) within five (5) days after notification by the Authority of such acceptance furnish a performance bond and a separate payment bond, as may be required by the Authority, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to Authority and shall be executed by good and sufficient sureties, and

(b) in all respects comply with the provisions of the Instructions to Bidders for the Contract, hereby made a part hereof, or if Authority shall reject the aforesaid bid, then this obligation shall be null and void otherwise to remain in full force and effect. In the event that the bid of the Principal shall be accepted and the Contract be awarded to him, the Surety hereunder agrees, subject only to the payment by the Principal of the premium therefor, if requested by the Authority, to write the aforementioned performance and payments bonds in the forms set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Bid/Proposal by Authority, either a performance bond or a payment bond, or both, shall not be required by Authority on or before the 30th day after the date of acceptance.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Principal's Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which Authority will receive or open bids, or by any extensions of the date within which the Authority may accept the Principal's bid/proposal or by any waiver by the Authority of any of the requirements of the Instructions to Bidders; and the Surety hereby waives notice of any such postponements, extensions, or a waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers
the _____ day of _____, 20_____.

(SEAL)

Principal

By:_____

Title

Surety

(SEAL)

By:_____

Title

AFFIX ACKNOWLEDGMENTS AND AUTHORIZATION
OF SURETIES

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)
:SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he\she resides at _____; that he\she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he\she knows the seals of such corporation; that one of the seals affixed to such instrument is such seal; that it was so affixed by order of the board of directors of such corporation, and that he\she signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)
:SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known and know to me to be the members of the firm of _____ described in and who executed the foregoing instrument and they acknowledged to me that they executed the same as and for the act and deed of such firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

:SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me
personally came _____, to me known and known to me to be the
person described firm of _____
_____ in and who executed the
foregoing instrument and acknowledged that he\she executed the same.

Notary Public or Commissioner of deeds

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT

(Subcontractor)

STATE OF _____ :
 :
COUNTY OF _____ : SS.

being duly sworn according to law, deposes and says:

1. that he/she is

_____ (a partner/officer of the firm of

_____.), the party making the foregoing Subcontract, that such Subcontract is genuine and not collusive or sham; that said Subcontractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of any affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Chester Housing Authority, or any person interested in the proposed contract; and that all statements in said Subcontract are true.

2. The proposer further certifies that he/she has not been convicted or found liable for any act prohibited by State or Federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a proposer, but may be grounds for administrative suspension or grounds for consideration by CHA as to whether CHA should decline to award a contract to such a proposer on the basis of lack of responsibility. If proposer has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, proposer should attach an explanation of the circumstances surrounding that conviction.

Firm Name

By: _____

Signature of Proposer if the
Proposer is an individual

Signature of Partner if the
Proposer is a Partnership

Sworn to and subscribed

Before me this day
of _____ 20_____

Signature of Officer if the
Proposer is a Corporation

Notary Public

(Title) PLACE CORPORATE SEAL

INSTRUCTION FOR AFFIDAVIT OF NON-DEFAULT

This form must be signed by all principals who will work on this contract. Principals may all use, sign, and file the same form or they may file separate forms.

Principals include all individuals, joint ventures, partnerships, corporations, trust, nonprofit organizations or any other public or private entity that will participate in the contract as a prime contractor.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Exception for corporations – all principals must personally sign the certificate except in the following situation. When a corporation or public agency is a principal, all of its officers, directors, commissioners, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed because some statements do not correctly describe your record, then use a pen and strike through those parts that differ with your record, and sign that part you permitted to remain and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item 2 (e) relates to felony convictions within the past 10 years. A felony conviction will not cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk.

Governmental investigations concerning me or work under any of my contracts.

(d) there has not been suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.

(e) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less).

(f) I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Chester or the Chester Housing Authority from doing business with such Department or Agency.

(g) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.

(h) all the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this proposal.

(i) to my knowledge I have not been found by HUD or the Commonwealth of Pennsylvania to be in noncompliance with any applicable civil rights laws.

(j) I am not a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Chester Housing Authority.

(k) I am not an officer or employee or commissioner of the Chester Housing Authority who is prohibited or limited by law from contracting with the CHA.

(l) for the period beginning 5 years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with

which I have contracted, from doing business with any governmental agency.

(m) statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if applicable) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think help to qualify me as a responsible principal for participation in this project.

Firm Name

By: _____

Signature of Proposer if the
Proposer is an individual

Signature of Partner if the
Proposer is a Partnership

Sworn to and subscribed

Before me this day
of _____ 20____

Signature of Officer if the
Proposer is a Corporation

Notary Public

(Title)

PLACE CORPORATE SEAL
HERE

DRUG-FREE WORKPLACE CERTIFICATION

The _____
(name of Contractor, hereafter “the Contractor” certifies that it will provide a drug-free workplace by:

(a) Definitions. As used in this provision,

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11- 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government Contractor. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$10,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will – no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in the performance of the contract with a copy of the statement required by subparagraph (a) (1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under Subdivision (b) (4) (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within thirty (30) calendar days after receiving notice under subdivision (b) (4) (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved

for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6), of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award.

(e) In addition to other remedies available to the Authority, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

(f) Sites where Contractor is presently working for CHA are listed below:

_____ ; or

[] none

Dated: _____, 20 _____

(Name of Contractor)

(Signature of President or
appropriate party)

PLACE CORPORATE SEAL HERE
(if a corporation)

Sworn to and subscribed before
me this day of _____,
2008.

Notary Public

Harassment Policy Certification

The _____
(name of the Contractor, hereafter “the Contractor”)

hereby certifies that it agrees to abide by the Harassment Policy of the Chester Housing Authority hereafter “Authority”. The Contractor shall be responsible for ensuring that all Contractor employees abide by this policy.

I. Policy

The Chester Housing Authority is committed to human dignity and the protection of its employees and residents. The Chester Housing Authority is particularly concerned about the possibility of employee and resident harassment, whether sexual, racial, ethnic or other type. Harassment, including sexual harassment, is contrary to the Chester Housing Authority’s basic standards of conduct and is prohibited by Title VII of the Civil Rights Act. Any employee who engages in harassment in any form whether it is verbal, physical, or visual as defined below violates the Authority’s policy and such misconduct will subject an employee to corrective action up to and including immediate discharge.

Employees who feel that they have been discriminated against based on sex, or sexually, or in any other manner harassed, should immediately report such incidents without fear or reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

II. Definitions

A. Harassment. Verbal, physical or visual conducts of a racial, ethnic, sexual or other type which, in the employee’s (or group of employees’) opinion, impairs or adversely affects their ability to perform the job.

B. Sexual Harassment. Defining sexual harassment is not easy but it includes unwelcome sexual advances, visual, verbal, or physical conduct of a sexual nature. This definition encompasses many forms of offensive behavior, including gender-based harassment of a person of the same sex as the harasser, conduct of a sexual nature that creates an offensive, intimidating or hostile work environment; and coerced sexual conduct by a person in a position of authority in the workplace.

Examples of prohibited sexual harassment include:

1. Unwelcome sexual flirtations or advances.

2. Offering employment, promotions or other benefits in exchange for sexual favors.
3. Making threatening reprisals for refusing sexual advances.
4. Any conduct such as derogatory comments; starting or passing on malicious rumors; epithets; slurs; sexual innuendo; sexual jokes; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; continual use of profanity and obscenities toward another.
5. Physical conduct such as teasing, unwanted, suggestive or offensive touching; assault; impeding or blocking movement.

Sexual or other forms of harassment of an employee or business invitee by any Chester Housing Authority employee, supervisor or department director will not be tolerated. Sexual harassment by a non-employee, for example a customer, vendor or supplier is also prohibited.

Dated: _____, 20_____

(Name of Contractor)

(Signature of President or appropriate party)

Sworn to and subscribed before

me this _____ day of _____

20_____.

Place Corporate Seal Here
(if a corporation)

Notary Public

Labor Standards Compliance

Affirmation: I,

of

have fully read and understand the above paragraphs which are deemed a part of my contract with The Chester Housing Authority.

I certify that the information set forth herein or attached to this contractor's Certification is true and correct. I further agree to comply with the applicable prevailing wage schedule and to assume responsibility for my subcontractor's compliance with the applicable prevailing wage schedule. I understand that failure to comply will be consider a breach of contract and will subject the company to penalties.

I understand that this certification is intended to be a written instrument under the Davis - Bacon Act, Copeland Act, and Contract Work Hours & Safety. Any fraudulent statements herein is a felony under the Copeland Act, and would result in prosecution under the False Information Act 18 U.S.C. 1001, 18 U.S.C. 1020, or 31 U.S.C. 231. Any fraudulent statement herein is a Federal misdemeanor under the Contract Work Hours and Safety Act. Violations may also be grounds for termination of contract. Any fraudulent statement herein under the Davis – Bacon Act may result in contract termination, suspension or debarment of the contractor or subcontractor as per 29 CFR Part 5.

The U. S. Criminal Code, Section 1010, Tittle 18, U.S.C., "Federal Housing Administration Transactions," provides that conviction may result in not more than a \$5,000 fine, or imprisonment for not more than two years or both for making false statements.

Date: _____

Signature of Principal: _____

Corporate Seal (if appropriate)

Signature of Notary Public

THE CHESTER HOUSING AUTHORITY'S AFFIRMATIVE ACTION CONTRACT COMPLIANCE PROGRAM PERTAINING TO MBE/WBE PARTICIPATION

PART 1: GENERAL

1.1 POLICY

As required for receiving federal funds, the U.S. Department of Housing and Urban Development ('HUD') obligates that the Chester Housing Authority (hereinafter 'Authority') implement an Affirmative Action Contract Compliance Program under Executive Order Nos. 11246, 12432, 12138, 11625, to promote the development of certified Minority Business Enterprises (hereinafter 'MBE'), and certified Women Business Enterprises (hereinafter 'WBE'). This program will also comply with the requirements of Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 d & e amended, and HUD Regulations 24 C.F.R. § 85.36(e).

The Authority by this policy affirms its commitment to maximize the utilization of certified MBEs/WBEs in Authority contracts and subcontracts. To this end, the Authority will provide such assistance as will be needed to achieve this goal.

The aim of this policy is to discover and deter any present discrimination by bidders who seek contracts with the Authority. MBE/WBE minimum participation goals (hereinafter 'MPGs') shall be used as a screening device to determine whether discrimination may have occurred. Minimum goals of MBE/WBE participation will be indicated for each contract in the bid documents, and will be based upon availability of certified MBEs/WBEs. The MPGs are a means of determining whether or not a contractor shall be presumed to have engaged in discrimination. If the information furnished is below the MPGs, the bid package shall be subject to further review, in accordance with criteria set forth in this policy, to determine whether or not there was actual discrimination.

In complying with Presidential Executive Order 11246, as amended, the Authority requires that the Contracting Officer prohibit and cause Contractors and Subcontractors to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, marital status, military service or sexual orientation in all aspects of the Housing Authority Representative's operations, and to promote the full realization of equal employment opportunity for all qualified persons by means of a continuing program of compliance through affirmative actions.

"Affirmative Action" means that the Contractor and its Subcontractors must do more than merely support non-discrimination. It means that the Contractor and its Subcontractors must take positive steps to recruit, employ and develop qualified or qualifiable candidates, including minority group members and women, in all job categories of work and advancement.

1.2 APPLICABILITY

This program shall apply to all non-exempt contracts awarded by the Authority which are connected with federally funded or federally assisted programs. Exemptions are more fully described in Part VI of this program.

1.3 DEFINITIONS

- A. **AUTHORITY:** Any department, division, unit or office of the Chester Housing Authority including the Receiver.
- B. **BIDS:** A quotation, proposal, solicitation or offer by a Bidder or a Proposer to provide labor, materials, equipment, supplies or services to the Authority.
- C. **BIDDER:** Any person or entity that submits a quotation, bid or proposal to provide labor, materials, equipment, supplies or services to the Authority.
- D. **BIDDER/PROPOSER AFFIRMATIVE ACTION IMPLEMENTATION PLAN:** Schedule of Participation and Binding Commitments Form and other documents submitted by Bidder/Proposer to support their Affirmative Action Plan. These submissions become an enforceable provision of the awarded contract.
- E. **CERTIFIED:** Any business that has, after application to a recognized certifying agency been determined to be owned, controlled and managed by minority(s), women, or disadvantaged person(s).
- F. **CERTIFYING AGENCY:** Federal, state, local governmental or quasi-governmental agencies or authorities authorized by law to certify MBE/WBE's qualifications in terms of ownership, management and control.
- G. **COMPLIANCE:** A contractor or subcontractor who performs under an Authority contract in accordance with this Affirmative Action Contract Compliance Program shall be determined to be in compliance.
- H. **CONTRACTS:** Any Authority contract which is covered by this Affirmative Action Contract Compliance Program, whether competitively bid or negotiated, including contracts in the following areas:
 - 1. VENDING: for Material, Equipment, Services, and Supplies
 - 2. CONSTRUCTION: for all types of construction; and
 - 3. PERSONAL AND PROFESSIONAL SERVICES
- I. **DEBARMENT:** Exclusion from Authority contracting or subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense or failure or the inadequacy of performance.
- J. **DISCRIMINATION:** Any action or pattern of disparate treatment experienced in the solicitation for bids/proposals or in the award of a contract/subcontract because of Race, Color, Sex, National Origin, Disability, or Religion.
- K. **EXEMPTION:** Any bid/proposal in which the minimum participation goal(s) have been excluded.
- L. **GOAL (MPG):** The level of participation of certified MBE/WBEs set by the Contracting Officer. MPG's shall reflect the availability of certified MBE/WBEs in the subject area, and the level which should be attained absent discrimination. MPG's are stated as a percentage. A Bidder/Proposer will not be rejected as not responsible solely because they fail to reach the MPG's.

- M. **MINORITY BUSINESS ENTERPRISE (MBE):** A business enterprise certified as a Minority Owned Business that is owned, managed and controlled by one or more socially or economically disadvantaged person(s). Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such person(s) include, but are not limited to: Blacks/African-Americans, Puerto Ricans and other Hispanics, American Indians/Native Americans, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans and Asian Indians.
- N. **OWNED, MANAGED AND CONTROLLED:** Possession of at least fifty-one percent (51%) of the ownership of the business. Management and control of the daily for profit business operation or nonprofit organization held by one or more persons who are classified as a member of a minority group or a woman, as defined herein.
- O. **PRIME CONTRACTOR/CONTRACTOR/BIDDER OR PROPOSER:** Any person or business entity that is a party or potential party to a contract with the Authority.
- P. **RESPONSIBLE:** The Bidders/Proposer's submission of a written commitment to meet or exceed the MPG set forth in the bid, or in the absence of meeting or exceeding the MPG, a full and complete explanation therefore in accordance with this program.
- Q. **RESPONSIVENESS:** The Bidder's/Proposer's submission of (in addition to the submission of any other required documentation), documentary evidence of certified MBE/WBEs who have been contacted and who are to be used on the contract. Documentation must be submitted with the bid/proposal and failure to submit evidence of "Best Efforts" and binding commitments will result in rejection of the bid/proposal and a determination made of non-responsiveness.
- R. **WOMEN BUSINESS ENTERPRISES (WBE):** A business enterprise certified as a Woman Owned Business that is owned, controlled and managed by a woman.

1.4 CERTIFICATION – A LEGITIMATE MBE/WBE

- A. To ensure that only businesses which are owned, managed and controlled in both form and substance by MBE/WBEs are participating in the Authority's Affirmative Action Contract Compliance Program. MBE/WBE businesses, including joint ventures nonprofit organizations, must be certified by a governmental entity authorized to certify such enterprises.
- B. MBE/WBE certification shall not be determinative of a Bidder's or Contractor's financial or technical ability to perform specified work. The Authority reserves the right to evaluate the Bidder's/Proposer's, Contractor's or Subcontractor's ability to satisfy financial, technical or other criteria separate and apart from certification before or after bid opening.
- C. The Authority recognizes that certified MBE/WBEs may be de-certified by the certifying governmental entity. Any business which has been de-certified shall not participate in the Authority's Affirmative Action Contract Compliance Program.
- D. The Authority reserves the right, if there is cause, to refuse a certification provided by a certifying agency.

1.5 SUBSTITUTION OF CERTIFIED MBE/WBEs

Commitments to certified MBE/WBE firms made at the time of bidding must be maintained through the term of the contract, unless a change in commitment is pre-approved by the Authority's Contracting Officer. If at any time after a bid/proposal is opened by the Authority, a Contractor is unable to meet the obligations of the Contractor's Affirmative Action Implementation Plan, as indicated on the Schedule of Participation and Binding Commitments Form, such contractor may be required to present for approval to the Contracting Officer a substitute Implementation Plan.

1.6 GUIDELINES FOR JOINT VENTURING

Joint venture partnerships(s) with either a certified MBE or a certified WBE must meet the following criteria in order to receive credit towards the minimum participation goals (MPGs):

- A. The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.
- B. The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own work force, a portion of the onsite work, and administrative responsibilities such as bidding, planning, staffing and daily management.
- C. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).
- D. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture, however, it will still be required to meet the WBE goal or vice versa.

1.7 CONTRACT LANGUAGE

Authority contracts subject to these procedures shall include language providing that compliance with MBE/WBE provisions have been met, and cooperation with the Authority on contractual matters is material to the Authority's contract. The successful Bidder's/Proposer's Affirmative Action Plan submissions will become an enforceable provision of the contract. Failure to comply with the Authority's Affirmative Action Contract Compliance Program or otherwise comply with the Bidder's/Proposer's submissions, may be grounds for a finding of contractor non-responsibility.

1.8 AMENDMENT

The procedures may be amended as may be necessary. Any amendment shall become effective upon the approval and adoption by the Chester Housing Authority Receiver.

1.9 SEVERABILITY

The provisions of these procedures are separate and severable. The invalidity of any clause sentence, paragraph, subdivision, section or portion of these procedures, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the procedures or their application to other persons.

PART II: CONTRACTOR RESPONSIBILITIES

2.1 SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WBE, AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

2.2 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive order 11246)

- (1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade		Goals for Female Participation
Electricians nationwide	9% - 10.2%	Goals for females apply
Carpenters	27.6%- 32%	GOALS AND TIMETABLES
Steamfitters	12.2% - 13.5%	Since Mar. 31, 1981 the goal has remained 6.9%.
Metal Lathers	24.6% - 25.6%	
Painters	22.8% - 26%	

Operating Engineers	25.6% - 26%
Plumbers	12% - 14.5%
Iron Workers (Structural)	25.9% - 32 %
Elevator Constructors	5.5% - 6.5 %
Bricklayers	13.4% - 15.5%
Asbestos Workers	22.8% - 28%
Roofers	6.3% - 7.5%
Iron Workers (Ornamental)	22.4% - 23 %
Cement Masons	23% - 27%
Glazers	16% - 20%
Plasterers	15.8% - 18%
Teamsters	22% - 22.5%
Boilermakers	13% - 15.5%

The ranges for all trades not included in the above listing: 16.4% - 17.5%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its contracts. The transfer of minority or female employees or trainees from contractor to contractor or from contract to contract for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any Subcontract in excess of ten thousand dollars (\$10,000) at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.

(4) As used in this Section, the "covered area" is Pennsylvania.

2.3 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

(1) As used in this subparagraph b:

(a) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

(b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941; and

(d) For the purpose of this section, "minority" includes:

1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the Work involving any construction trade, it shall physically include in each Subcontract in excess of ten thousand dollars (\$10,000) the provisions of this Section 2.3 which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

(3) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (6)(a) through (p) of this section. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or females shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the DOL.

(6) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more females to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and females, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (6)(b) above.
- (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective

bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the Contractor's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as superintendents, general forepersons, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with Other Contractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and females and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the Site and in other areas of the Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunities policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations.

(7) A single goal for minorities and a separate single goal for females have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority group members, both male and female, and all females, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for females generally, the Contractor may be in violation of Executive Order 11246 if a specific minority group of females is under-utilized).

(8) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status, military service or sexual orientation.

(9) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(10) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity clause set forth in 41 CFR 60-4.3(a), including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(11) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in subparagraph (6) of this Section, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(12) The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out, to submit reports relating to the provisions hereof as may be required by the federal government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

(13) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART III: BIDDER AFFIRMATIVE ACTION IMPLEMENTATION PLAN

3.1 GENERAL REQUIREMENTS

Each Bidder's/Proposer's Affirmative Action Implementation Plan shall include the following:

- A. The business name, address, contact person, telephone number, certification number, certifying agency(s), and Internal Revenue Service Employer's identification Number (E.I.N.);
- B. A description of the work that will be performed by each designate contractor/subcontractor;
- C. The date of solicitation, contract person's name, whether contact was by phone or mail, and if a quote was received from the designated MBE/WBE;
- D. Confirmation of commitment made as to the level of certified MBE/WBE participation described as a percentage of the Total Base Contract Proposal dollar amount and percentage of commitment; and
- E. If no commitment is made to meet or exceed the stated MPGs, the Bidder/Proposer must provide documentation that the following steps were taken:
 - 1. Requested and attended a briefing and information meeting with the Authority staff designed to explain the Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.
 - 2. Advertised in general circulation, media, trade association publications, and minority/women focused media concerning subcontracting and supplier opportunities.
 - 3. Participated in Authority sponsored conferences and seminars designed specifically for the promotion of the Authority's Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.
 - 4. Notified certified MBE/WBEs and solicited their participation in the reference contract. The names, addresses, telephone numbers, and contact persons of the firms notified must be provided.
 - 5. Provided complete information about plans, specifications and requirements of the contract to interested certified MBE/WBEs.
 - 6. Made reasonable efforts to negotiate with certified MBE/WBEs for specific sub-bids. All such contacts must fully documented. If a sub-bid of a certified MBE/WBE is rejected, the Bidder/Proposer must document and explain the reason for the rejection. Rejection based solely on the initial response from a certified MBE/WBE will not sufficiently establish nondiscrimination and "Best Efforts" towards compliance.
- F. Attest to the fact the certified MBE/WBE will perform work which is necessary and required for contractor to fulfill their obligation under the applicable contract and specification.
- G. Compliance with the MPGs shall be based on the aggregate dollar value of the

contract, including all changes or adjustments to the contract amount.

- H. Since documentation is the cornerstone for determining the Program's success, Contractors are required to submit monthly documentation identifying their overall compliance efforts.

PART IV: CONSTRUCTION CONTRACT AFFIRMATIVE ACTION IMPLEMENTATION PLAN

4.1 MINIMUM PARTICIPATION GOALS

(MODERNIZATION FUNDS)

The MPGs which have been set by the Contracting Officer as of the date of implementation of this program, are and shall be, until or unless they are revised, as follows:

<u>MBE</u>	<u>WBE</u>
20%	10%

- A. A Bidder/Proposer will not be rejected as not responsive solely because they fail to reach the MPGs. However, a contractor may be considered not responsive if the MPGs are not met and no acceptable justification is offered for a lack of compliance.
- B. When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their plan which category is being credited.
- C. A certified MBE/WBE firm bidding as a prime/general contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.
- D. Certified MBE/WBE subcontractors shall perform at least seventy-five (75%) of the cost of the subcontract. This provision shall not apply to suppliers or distributors.

4.2 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIVENESS

- A. Bidders/Proposers must submit information indicating certified MBE/WBE firms which have been solicited, quotes that have been received (solicited and unsolicited), and firms to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid/proposal. Failure to submit the required information is sufficient cause for rejection of the bid as non-responsive.
- B. Mailings to large numbers of certified MBE/WBEs which are intended to provide notice of a contractor's interest in bidding on a construction contract will not be deemed solicitation, but will be treated as informational notification only.
- C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, manufacturers or suppliers whose work, material or suppliers are within the project scope and are related to project line items or portions thereof, and which the Bidder/Proposer reasonable believes it will choose to subcontract with or purchase from.
- D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions, the information required under Part III, Section 3.1(e), of the Affirmative Action Contract Compliance Program.

4.3 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufactures, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If Bidder/Proposers has met the MPGs, the Authority's Contracting Officer may presume that the Bidder has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section 3.1(e), of this program. The Contracting Officer shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the Contracting Officer may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained herein.

PART V: PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION IMPELNTATION PLAN

5.1 MINIMUM PARTICIPATION GOALS

(Modernization Funds)

The MPGs which have been set by the Contracting Officer as of the date of implementation of this program, are and shall be, until or unless they are revised, as follows:

<u>MBE</u>	<u>WBE</u>
10%	10%

- A. A Bidder/Proposer will not be rejected as not responsive solely because they fail to reach the MPGs. However, a contractor may be considered non-responsible if the MPGs are not met, and they are not in compliance with Part III, Section 3.1(e).
- B. When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their plan which category is being credited.
- C. A certified MBE/WBE firm bidding as a prime contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.

5.2 VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIVENESS

- A. Bidders/Proposers must complete and submit with the bid/proposal, certified MBE/WBE Schedule of Participation and Binding Commitments Form. Failure to submit these forms with the bid/proposals may result in the bid being rejected as non-responsive.

- B. Mailings to large number of certified MBE/WBE's which are intended to provide notice of a contractor's interest in bidding on a vending and personal/professional service contract will not be deemed a solicitation, but will be treated as information notification only.
- C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, vendors, manufactures or suppliers whose services, materials or supplies are within the scope of work bid on, and which the Bidder/Proposer reasonably believes it will choose to subcontract with or purchase from.
- D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions the information required under Part III, Section 3.1(e), of the Affirmative Action Contract Compliance Program.

5.3 VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufactures, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder/Proposer has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section 3.1(e), of this program. The Contracting Officer shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the Contracting Officer may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained herein.

PART VI: EXEMPTIONS

6.1 EXEMPTED CONTRACTS

The Authority recognizes that in certain limited circumstances, compliance with this Affirmative Action Contract Compliance Program will not be feasible, nor in the best interest of the Authority or its residents. With the approval of the Executive Director, and the Contracting Officer the following contracts may be exempted:

- A. A vending contract, for equipment, materials, services and supplies where the total dollar amount of the contract is less than Ten Thousand Dollars (\$10,000.00);
- B. A construction contract where the total dollar amount of the contract is less than Ten Thousand Dollars (\$10,000.00);
- C. A professional or personal services contract where the total dollar amount of the contract is less than Ten Thousand Dollars (\$10,000.00); and
- D. Any public exigency or emergency contract for which the nature of the emergency will not allow for a delay which would occur from competitive solicitation.

PART VII: COMPLIANCE REVIEW

7.1 STANDARDS FOR REASONABLE CAUSE:

AFTER A CONTRACT HAS BEEN AWARDED

- A. The Contracting Officer may find that a Contractor is not in compliance with contract requirements for reasons which include, but are not limited to:
1. Documentation of information furnished by the contractor which does not demonstrate that a certified MBE/WBE is performing the work actually contracted;
 2. Failure or refusal by a contractor to furnish information requested by the Authority;
 3. Discovery of information which is contrary to compliance information previously submitted by the contractor;
 4. Contractor's failure, neglect or refusal to pay certified MBE/WBE subcontractor(s) for complete and approved work within seven (7) working days of receipt of payment by the Authority to contractor; or
 5. Other facts discovered by the Contracting Officer
- B. Whenever the Contracting Officer determines it has reasonable cause to believe that a contractor is not in compliance or that the contractor has discriminated against certified MBE/WBEs, the Contracting Officer shall promptly send a written notice by certified mail to the contractor. The notice shall state the reasons for the Contracting Officer's belief that the contractor is not in compliance and/or has discriminated against certified MBE/WBEs. In response to said notice, the contractor shall be required to show cause within seven (7) working days why it should not be found;
1. in breach of contract, or
 2. to have discriminated against certified WBE/MBEs.
- C. Based upon information supplied by the contractor, if any, and other documentation and/or information, the Contracting Officer shall proceed expeditiously with an investigatory, evaluative review to clarify the allegations. In the event that the allegations are found to be valid by the Contracting Officer, said officer shall notify the Executive Director who shall send notification of such finding(s) to the contractor setting forth the appropriate remedial action.

7.2 GOOD FAITH NON-COMPLIANCE

- A. In cases where the Contracting Officer has cause to believe that a contractor, acting in good faith, has failed to comply with the provisions of the procedures, the Contracting Officer shall attempt to resolve the non-compliance through conciliation and persuasion.
- B. In conciliation, the contractor must satisfy the Authority that they have made their "Best Efforts" to achieve the agreed upon participation goals by certified MBE/WBEs. "Best Efforts" on the part of the contractor include:
1. Entering into a contractual relationship with the designated MBE/WBE in a timely manner, and fulfilling all contractual requirements.
 2. Notifying both the certified MBE/WBEs subcontractor and the Contracting Officer of any problems in a timely manner.
 3. Requesting assistance from the Contracting Officer in resolving any problems with certified MBE/WBEs.

4. Making every reasonable effort to assist the certified MBE/WBE in the performance of its contract with the Authority.

7.3 WILLFUL NON-COMPLIANCE

- A. In cases where the Contracting Officer has cause to believe that any Bidder, Proposer, or Contractor has failed to comply with the provisions of these procedures, said officer shall be empowered to conduct an investigation.
- B. After affording the Bidder, Proposer or Contractor notice and an opportunity to be heard, said officer will be authorized to recommend sanctions for each violation of these procedures. Such sanctions may include, but are not limited to:
 1. Declare the bid or proposal as non-responsible and the Bidder/Proposer ineligible to receive the award of the contract or any other future contracts.
 2. Suspension from doing business with the Authority for a set period of time.
 3. Debarment.
 4. Withholding of payments under the contract.
 5. Other relief the Contracting Officer deems necessary, proper, and in the best interest of the Authority.

PART VIII: APPEALS

8.1 STANDARD OF APPEALS: AFTER THE CONTRACT HAS BEEN AWARDED

A Bidder, Proposer, or Contractor may appeal a decision pursuant to any action taken under the provisions of Part VII: Compliance Review, by filing a written grievance with the Contracting Officer. An appeal by the Bidder, Proposer or Contractor under this section shall not stay the Contracting Officer's finding(s).

8.2 WRITTEN GRIEVANCE

- A. The grievance shall set forth the reasons supporting it. The grievance shall be filed within ten (10) working days of the date that the finding, recommendations, proposal or other relief becomes effective. Failure to grieve in a timely manner shall be deemed a waiver of said right or breach of the conditions of this policy.
- B. If a person requests a hearing at the time the grievance is filed, the Contracting Officer shall schedule a hearing within seven (7) working days of the date the grievance is filed, unless the person requesting a hearing agrees to a continuance provided it is not contrary to the best interest of the Authority to permit the delay. The Contracting Officer shall notify in writing, the person filing the grievance of the date, time and place of the hearing.
- C. If a hearing is not requested, the Contracting Officer shall make a determination and notify the contractor within seven (7) working days.

8.3 HEARING

Five (5) working days prior to a scheduled hearing, the Contracting Officer shall issue and serve a written notice, together with a copy of the grievance as filed, to all persons named in

the grievance. Such persons may be required to appear at a hearing before a hearing panel at the date, time and place specified in the notice.

8.3.1 PANEL

- A. The Executive Director shall designate a panel of three (3) or more individuals to preside at such hearing and to render a written decision on the grievance.
- B. A party may request testimony from any person when it determines that such testimony may assist in the resolution of the grievance. All proceedings will be transcribed and a record shall be maintained.
- C. Any person or departments named in the grievance may file a written answer to the grievance, and may appear at such hearing in person.
- D. The panel shall not be bound by the strict rules of evidence prevailing in the courts of law or equity.

8.3.2 TESTIMONY

- A. The testimony taken at the hearing shall be under oath.
- B. The parties have a right to request that the notes of testimony be transcribed.
- C. Testimony shall be taken by the panel, and the person filing the grievance and person(s) and departments named in the grievance shall be given an opportunity to be heard.

8.4 DECISION

- A. Within twenty (20) working days after the conclusion of the hearing, the panel shall render a written decision as to the validity of the grievance, as well as an appropriate recommendation.
- B. A copy of the decision shall be sent by U.S. certified mail, returned receipt requested, to the grievant

8.5 EFFECT OF PENDING DECISION

Pending a decision by the panel, the Chester Housing Authority's Executive Director may stay any action pertaining to the grievance, if such stay is determined to be in the best interest of the Authority.

**SCHEDULE OF PARTICIPATION
“CERTIFICATION OF BEST EFFORTS”**

Specification Number: _____ Name of Bidder: _____

		M/WBE Participation		
MBE/WBE	Detailed Description of Work	Dollar Amount \$	<u>Percent</u> MBE % WBE %	
NAME:	<div style="display: flex; justify-content: space-between;"> Yes No </div> <input type="checkbox"/> <input type="checkbox"/> Will any of this work be subcontracted by the M/WBE? (See Note #3)			
ADDRESS:				
PHONE:				
IRS ID#:				
CERT. NO.:				
CERT. ACCT.:				
NAME:	<div style="display: flex; justify-content: space-between;"> Yes No </div> <input type="checkbox"/> <input type="checkbox"/> Will any of this work be subcontracted by the M/WBE? (See Note #3)			
ADDRESS:				
PHONE:				
IRS ID#:				
CERT. NO. :				
CERT. AGCY.:				

DUPLICATE THIS FORM IF YOU ARE LISTING MORE THAN TWO (2) M/WBE SUBCONTRACTORS

PLEASE NOTE:

1. A binding commitment must have been achieved with the M/WBE for the detailed work and dollar amount stated on this form.
2. M/WBE listed above must be certified by a certifying agency in order to be credited towards the required minimum participation goals.
3. If the M/WBE intends to subcontract more than 10% of the work detailed on this form, such subcontractors, description of work, and dollar amount must be listed on a duplicate copy of this form.
4. If the bidder plans to supply the M/WBE with materials, personnel or equipment, such assistance must be listed on this form in the block marked “Detailed Description of Work.”

Any change to this schedule (the name M/WBE, description of work, or dollar amount) must be approved in advance by the Contracting Officer.

SCHEDULE OF BINDING COMMITMENTS WITH MINORITY AND WOMEN OWNED BUSINESSES

“CERTIFICATION OF BEST EFFORTS”

Specification Number: _____ Name of Bidder: _____

Name of Certified Minority/Women Owned Firms* (include Contracting Agents Name)	Type of Contract Work Specify Construction, Installation, Supply, etc.	Total Dollar Amount of Participation	Percentage of Total Contract Participation	
			Minority Owned Business	Women Owned Business

*Bidders are hereby notified that all firms listed above will be contacted to verify their level of participation

Signature: _____

Name: _____

Title: _____

DOCUMENTATION OF BEST EFFORTS

**Specification
Number:** _____

**Name
of Bidder:** _____

CERTIFIED MINORITY/WOMEN OWNED BUSINESSES UNAVAILABLE TO PARTICIPATE IN THE CONTRACT.

List below the names of all certified minority/women owned businesses whose interest in the contract were solicited, but who were unavailable to work on this project or were unable to prepare a quote. State the reasons for the unavailability of minority/women owned businesses. In order to facilitate verification and avoid delays in contract awards, it is requested that each business listed below be identified on the “Affidavit of Unavailability of Certified Minority/Women Owned Businesses (Page W- 23).”

INFORMATION AND ASSISTANCE PROVIDED TO CERTIFIED MINORITY/WOMEN OWNED BUSINESSES.

Include names and addresses of all certified minority/women businesses that you provided with plans, specifications, and requirements of the contract. Detail all assistance you provided to interested certified minority/women owned businesses and all your efforts at negotiation for specific sub-bids, and include any advertisements soliciting their preparation. I do hereby attest that I have exerted best efforts but have been unable to obtain the required minimum participation goals for the following reasons:*

Company Name

Specification Number

Name (Signature)

Title

* you may attach supplemental pages and documentation if necessary

**AFFIDAVIT OF UNAVAILABILITY OF CERTIFIED
MINORITY/WOMEN OWNED BUSINESSES**

Specification
Number: _____

Name
of Bidder: _____

I, _____ do hereby attest that I was offered an
opportunity to bid on the contract for:

(Description of Contract)

by _____
(Name of Prime Bidder)

but was unavailable to participate/unable to prepare a quote (strike inappropriate phrase)
for the following reasons: *

Name of Certified Minority/Woman
Owned Business

Address and Phone Number

Signature of Principal of Certified
Minority/Woman Owned Business

Title

Certifying Agency and Number

* You may attach supplemental pages and documentation if necessary.

GUIDELINES FOR JOINT VENTURING

BETWEEN A PRIME CONTRACTOR AND A CERTIFIED MINORITY OWNED BUSINESS ENTERPRISE AND/OR A CERTIFIED WOMAN-OWNED BUSINESS ENTERPRISE

If a Prime Contractor has made arrangements to enter into a joint venture partnership with either a certified MBE or WBE, the following criteria must be met in order to receive credit towards the minimum participation goals (MPGs):

- a. The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.
- b. The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own work force, a portion of the on-site work, and administrative responsibilities such as bidding, planning, staffing and daily management.
- c. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).
- d. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture, however, it will still be required to meet the WBE goal or vice versa.

JOINT VENTURE QUESTIONNAIRE

If you intend to receive credit towards the minimum participation goals by entering into a joint venture partnership with a certified MBE/WBE, you must complete this questionnaire and submit it along with your bid/proposal:

1. NAME OF THE JOINT VENTURE _____

2. ADDRESS OF THE JOINT VENTURE _____

3. TELEPHONE NUMBER () _____

4. CONTACT PERSON & TITLE _____

5. DESCRIBE, IN DETAIL, THE BUSINESS PURPOSE OF THE JOINT VENTURE PARTNERSHIP AND THE ROLE OF EACH FIRM IN THE JOINT VENTURE, INCLUDE INFORMATION REGARDING DAILY MANAGEMENT, BIDDING, PLANNING, ON SITE WORK, AND STAFFING. ATTACH SUPPLEMENTAL PAGES IF NECESSARY.

6. ATTACH A COPY OF THE JOINT VENTURE AGREEMENT.

Any changes to the joint venture agreement attached hereto or to this questionnaire, including changes in any of the arrangements described herein, must be approved in advance by the Authority's Affirmative Action Officer.

Each undersigned does hereby attest that the foregoing statements are true and correct.

NAME OF FIRM

NAME OF FIRM

SIGNATURE OF FIRM'S
AUTHORIZED AGENT

SIGNATURE OF FIRM'S
AUTHORIZED AGENT

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

The Chester Housing Authority's Section 3 Compliance Program

Part I General Provisions

1.1 Purpose

- A.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 .S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.
- B.** The purpose of these instructions is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met by contractors and subcontractors.

1.2 Definitions

The terms Department, HUD, Public Housing Agency (PHA), and Secretary are defined in 24 CFR Part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, that contains the terms and conditions under which HUD assists the PHA in providing decent, safe, and sanitary housing for low-income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low-income housing project under the 1937 Act, and the PHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means an entity that makes an application for Section 3 covered assistance such as a public housing agency.

Apprenticeship Program means a program whereby a person is employed and individually registered in a bona fide apprenticeship program. Also, registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship Training, or with a State Apprenticeship Agency recognized by the Bureau.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contract. See the definition of “Section 3 covered contract” in this section.

Contractor means an entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered public housing assistance (i.e., operating assistance, development assistance, and modernization assistance, as described in 24 CFR, Section 135.3 (a)(1). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Sec. 135.3 (a)(2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-up; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs means programs that receive assistance under subtitle D of title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantage youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-Income Person. See the definition of “Section 3 resident” in this section.

Metropolitan Area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood Area means:

- (1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
- (2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204 (C)(1).

New Hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Non-metropolitan County means any county outside of a metropolitan area.

Other HUD Programs means HUD programs, other than HUD public housing programs, that provide housing and community development assistance for “Section 3 covered projects”, as defined in this section.

Public Housing Resident has the meaning given this term 24 inCFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, or other public body, public or private nonprofit or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern means a business concern, as defined in this section

- (1) This 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least thirty (30) percent of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents;
- (3) That provides evidence of a commitment to subcontract in excess of twenty-five (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”.

Section 3 Clause means the contract provisions set forth in Section 135.38.

Section 3 Covered Activity means any activity is funded by Section 3 public housing assistance.

Section 3 Covered Assistance means

- (1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- (2) Public housing operated assistance provided pursuant to Section 9 of the 1937 Act;
- (3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement)
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with Section 3 covered project. “Section 3 covered contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project means the construction, reconstruction, conversion or rehabilitation or housing (including reduction and abatement of lead-base paint hazards), other public construction that includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and who is:
 - (i) A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42U.S.C. 1437a (b)(2)). Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a (b) (2)) defines this term to mean families (including single persons) whose incomes do not exceed 80 percent of the median for the area, as determined by the Secretary, with adjustments for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A very low-income person, as this term defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1734a (b)(2)). Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1734a (b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of the unusually high or low family incomes.
- (3) A person seeking training employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference

Section 8 Assistance means assistance provided under Section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR Part 882, subpart G.

Service Area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very Low-Income person. See the definition of “Section 3 resident” in this section.

Youthbuild Programs. See the definition of “HUD Youthbuild programs” in this section.

1.3 Reporting

CHA receives HUD financial assistance that is subject to Section 3 requirements and CHA submits an annual performance report, in accordance with the requirements which will be made available to the public.

1.4 Cooperation in Achieving Compliance

- A. The success of ensuring that Section 3 residents and Section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by HUD financial assistance depends upon the cooperate and assistance of CHA contractors and subcontractors. CHA shall cooperation fully and promptly in Section 3 compliance reviews, in investigations of allegations of noncompliance made under Section 135.76, and with the distribution and collection of data and information that may be required in connection with distribution and collection data and information that may be required in connection with achieving the economic objectives of Section 3.
- B. CHA shall refrain from entering into a contract with any contractor after notification to CHA by HUD that the contractor has been found in violation of the regulations. The provisions of 25 CFR Part 24 apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

1.5 Responsibility of the Chester Housing Authority (CHA)

CHA has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 assistance and Section 3 business concerns and about contracting opportunities generated by Section 3 covered assistance;
- B. Notifying potential contractors about Section 3 and incorporating the Section 3 clauses set forth in Section 135.38 in all solicitations and contracts.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities, as appropriate, to reach the goals set fort in Section 135.30. CHA, at its own

discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30;

- D. Assisting and actively cooperating with HUD in obtaining the compliance of contractors and subcontractors with Section 3 requirements, and refraining from entering into any contract with any contractor where CHA has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Providing other economic opportunities.

- (1) Other economics opportunities offer an effective means of empowering low-income persons, and CHA is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards.
- (2) Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within housing developments; and hiring Section 3 residents in part-time positions.
- (3) Other business related economics opportunities.

- A. CHA or the contractor may provide economic opportunities to establish, stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase supplies and materials from housing authority resident-owned businesses, and use of procedures under 24 CFR Part 963 regarding CHA contracts to CHA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

- B. A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concerns:

- (i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

- (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

1.6 Compliance Reviews

- A. HUD shall periodically conduct Section 3 compliance reviews of CHA and its contractors to determine whether they are in compliance with the regulations.
- B. A Section 3 compliance review shall consist of a comprehensive analysis and evaluation of CHA's or contractor's compliance with the requirements and obligations imposed by the regulations, including an analysis of the extent to which Section 3 residents have been hired and Section 3 business concerns have been awarded contracts as a result of the methods undertaken by CHA to achieve the employment, contracting and other economic objectives of Section 3.
- C. Where the Section 3 compliance review reveals that CHA or contractor has not complied with Section 3, HUD shall notify CHA or contractor of its specific deficiencies in compliance with the regulations and shall advise CHA or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with PHA or contractor to ensure that action is being taken to correct the deficiencies.
- D. A continuing failure or refusal by CHA or contractor to comply with the regulations may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify CHA of any continuing failure or refusal by the contractor to comply with the regulations for possible action under any procurement contract between CHA and the contractor. Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR Part 24, where appropriate, may be applied to CHA or the contractor.
- E. Section 3 compliance reviews may be conducted before the award of contracts, and especially if CHA has reasonable grounds to believe contractor will be unable or unwilling to comply with the regulations.
- F. Complaints alleging noncompliance with Section 3, as provided in section 135.76, may also be considered during any compliance review conducted to determine CHA's conformance with regulations in this part.

1.7 Preference for Section 3 Residents

- A. CHA, 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 provided in paragraph (A) of this section.

Efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:

- (i) Residents (selected from a qualified pool) of other housing developments or developments for which the Section 3 covered assistance is expended (category 1 residents);
 - (ii) Residents (selected from a qualified pool) of other housing developments managed by CHA that is expending the Section 3 covered housing assistance, including recipients of certificates or vouchers under the Section 8 housing assistance program. (category 2 residents);
 - (iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);
 - (iv) Other Section 3 residents in the City of Chester.
- B. A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the contractor or subcontractor, if requested, that the person is a Section 3 resident. (Note: All CHA residents are Section 3 residents).

1.8 Preference for Section 3 Business Concerns

- A. CHA, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns, in the order of priority provided in paragraph A of this section.

Efforts shall be directed to award contracts to Section 3 business concerns in the following order or priority:

- (i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses); or
- (ii) Business concerns that are 51 percent or more owned by residents of other CHA housing developments or developments managed by CHA or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- (iii) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses); or
- (iv) Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(i) and (a)(ii) of this section.

- B. A Section 3 business concern seeking a contract or a subcontractor shall submit evidence to the recipient, contractor, or subcontractor, if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

1.9 Section 3 Clauses

If the contract is a covered Section 3 contract, then the following clauses (Section 3 clauses) are incorporated by reference in the contract:

- 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 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 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.

1.10 Applicability

- A. Section 3 applies to the following HUD assistance (Section 3 covered assistance):
 - (1) Public housing assistance. Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public housing assistance:
 - (i) Development assistance provided pursuant to Section 5 of the 1937 Act; and
 - (ii) Operating assistance provided pursuant to Section 9 of the 1937 Act; and
 - (iii) Modernization assistance provided pursuant to Section 14 of the 1937 Act;

Thresholds –

There are no thresholds for Section 3 covered public housing assistance. The requirements apply to Section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.

1.11 Other Applicable Laws

- A. Neither Section 3 nor the requirements of part 135 superseded the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), Section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.
- B. Federal labor standards provisions. Certain construction contracts are subject to compliance with the requirements to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR Part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “approved apprenticeship and training programs”, as described in paragraph C of this section.
- C. Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: a pre-apprenticeship/apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR Part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. To demonstrate compliance, all apprentices hired pursuant to this contract shall be graduates of a pre-apprentice/apprenticeship program approved by the Chester Housing Authority.
- D. Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR Chapter

60) which provide 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 Federal or Federally assisted construction contracts.

1.12 Numerical Goals

A. General

- (1) CHA and covered contractors may demonstrate compliance with the “greatest” extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns.
- (2) If CHA does not engage in training, or hiring, but awards contracts to contractors that will engage in training, hiring, and subcontracting, CHA must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns.
- (3) The numerical goals established in this section represent minimum numerical CHA targets.

B. The numerical goals set forth below apply to the training and employment of new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all job levels.

- (4) Numerical goals for Section 3 covered public housing programs.
 - (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
 - (ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;
 - (iii) 30 percent of the aggregate number of new hires for the once year period beginning in FY 1997 and continuing thereafter.

C. Numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. CHA and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3 (a)(3) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

- (5) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

- (6) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

1.13 Filing and Processing Complaints

- A. The following individuals and business concerns may, personally or through an authorized representative, file with HUD a complaint alleging noncompliance with Section 3.
1. Any Section 3 resident on behalf of himself or herself, or as representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with CHA or contractor, or by a representative who is not a Section 3 resident, but who represents one or more Section 3 residents;
 2. Any Section 3 business concern on behalf of itself, or as representative of other Section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from CHA or contractor, or by an individual representative of Section 3 business concerns,
- B. A complaint must be filed with U.S. Department of Housing and Urban Development, Washington, DC 20410.
- C. Time of filing.
1. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by HUD for good cause shown.
 2. Where a complaint alleges noncompliance with Section 3 and the regulations that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.
 3. Where a complaint contains incomplete information, HUD shall request the needed information from the complainant. In the event this information is not furnished to HUD within sixty (60) days of the date of the request, the complaint may be closed.
- D. Contents of complaint.
1. Written complaints. Each complaint must be in writing, signed by the complainant, and include:
 - (i) The complainant's name and address;
 - (ii) The name and address of the respondent;

- (iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
 - (iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.
2. Amendment of complaint. Complaint may be reasonably amended at any time. Such amendments may include, but are not limited to , amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

E. Resolution of complaint by CHA.

- 1. Within ten (10) days of timely filing of a complaint that contains information (in accordance with paragraphs C and D of this section), HUD shall determine whether the complainant alleges an action omission by CHA or CHA's contractor that if proven qualifies as noncompliance with Section 3. If a determination is made that there is an allegation of noncompliance with Section 3, the complaint shall be sent to PHA for resolution.
- 2. If CHA believes that the complaint lacks merit, CHA shall notify HUD in writing of this recommendations with supporting reasons, within thirty (30) days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary of HUD.
- 3. If HUD determines that there is merit to the complaint, CHA will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both CHA and the complainant, and must summarize the terms of the resolution reached between the two parties.
- 4. Any request for an extension of the 60-day period by CHA must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.
- 5. If CHA is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

F. Informal resolution of complaint by Assistant Secretary

1. Dismissal of complaint. Upon receipt of the CHA's written recommendation that there is no merit to the complaint, or upon failure of CHA and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with Section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the complaint fails to present a valid allegation of noncompliance with Section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.
 3. Informal resolution. Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with Section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the Section 3 covered assistance was provided.
 4. Effective date of informal resolution. The imposed resolution will become effective and binding at the expiration of fifteen (15) days following notification to CHA and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the fifteen (15) days. Any appeal shall be in writing to the Secretary and shall include the basis for appeal.
- (b) Sanctions may be imposed on CHA, if it fails to comply with the regulations. Sanctions which may be imposed on contractor/subcontractor, include debarment; suspension and limited denial of participation.
 - (c) Investigations of complaint. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of Section 3 and this part
 - (d) Intimidating or retaliatory acts are prohibited. CHA shall not intimidate, threaten, coerce, or discriminate against any person or business because the person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identify of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.
 - (e) Nothing precludes a Section 3 resident or Section 3 business concern from exercising the right, which may otherwise be available, to see redress directly through judicial procedures.

General.

- A. This section establishes procedures for handling complaints alleging noncompliance with the regulations and the procedures governing the Assistant Secretary's review of CHA's or contractor's compliance with the regulations.
- B. Definitions. For purposes of this subpart:
 - (1) Complaint means an allegation of noncompliance with regulations in the form described in Section 135.76(d).
 - (2) Complainant means the party which files a complaint with the Assistant Secretary alleging that CHA or contractor has failed or refused to comply with the regulations.
 - (3) Noncompliance with Section 3 means failure by CHA or contractor to comply with the requirements of this part.
 - (4) Respondent means CHA or contractor against which a complaint of noncompliance has been filed.

Cooperation in achieving compliance.

- A. The Assistant Secretary recognizes that the success of ensuring that Section 3 residents and Section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of CHA and their contractors and subcontractors. CHA shall cooperate fully and promptly with the Assistant Secretary in Section 3 compliance reviews, in investigations of allegations of noncompliance made and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of Section 3.
- B. CHA shall refrain from entering into a contract with any contractor after notification by HUD that the contractor has been found in violation of the regulations. The provisions of 24 CFR Part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

Section 3 Compliance Review Procedures.

- A. The Assistant Secretary shall periodically conduct Section 3 compliance reviews to determine whether CHA and/or contractor are in compliance with the regulations.

- B. A Section 3 compliance review shall consist of a comprehensive analysis and evaluation of the CHA's contractor's compliance with the requirements and obligations imposed by the regulations, including an analysis of the extent to which Section 3 residents have been hired and Section 3 business concerns have been awarded contracts.
- C. Where the Section 3 compliance review reveals that CHA or contractor has not complied with Section 3, the Assistant Secretary shall notify CHA or contractor of its specific deficiencies in compliance with the regulations and shall advise the CHA the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with CHA to ensure that action is being taken to correct the deficiencies.
- D. A continuing failure or refusal by the contractor to comply with the regulations may result in the application of sanctions. HUD will notify CHA of any continuing failure or refusal by the contract between CHA and the contractor. Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR Part 24, where appropriate, may be applied to the contractor.
- E. Compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that CHA or contractor will be unable or unwilling to comply with the regulations.
- F. Complaints alleging noncompliance with Section 3, as provided in Section 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations.

1.14 Recordkeeping/Access to Records

CHA and HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements, or that are maintained in accordance with the regulations governing the specific HUD program under which Section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

1.15 Procurement Procedures that Provide for Preference for Section 3 Business Concerns

This section provides specific procedures recommended by HUD 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 the competitive procurement methods authorized in 24 CFR 85.36(d).

A. Small Purchase Procedures

For any Section 3 covered contract for no more than \$10,000, the methods set forth in this paragraph (A) or the more formal procedures set forth in paragraph (b) and (c) of this section may be utilized.

(1) Solicitation

- (i) 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 source. 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.
- (ii) If the method described in paragraph (a)(1) 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.

(2) Award

- (i) 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 from any qualified source, the award shall be made to the source with the lowest quotation.
- (ii) Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issue 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.

B. Procurement by sealed bids (Invitation for Bids)

Procurements by sealed bids, for construction contracts which exceed \$10,000, will be awarded to the lowest responsible bidder, after advertisement for bids in accordance with Pennsylvania public contracting law. See 35 P.S. Section 1551. In the event of inconsistency in state contracting law and HUD regulations, state or local provisions will prevail. See 59 Fed. Reg. 33874 (June 30, 1994). An award shall be made to the business concern with the lowest responsive bid. If the responsive bid by a Section 3 Concern is not the lowest, then the contract shall be awarded to the responsible bidder with the lowest responsive bid.

C. Procurement under the competitive proposals method of procurement
Request for Proposal (RFP)

- (1) For contracts and subcontracts awarded under competitive proposals method of procurement (24 CFR 85.36 (d) (3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.
- (2) 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.
- (3) 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.
- (4) 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 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 concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

PART II EXAMPLE OF SECTION 3 EFFORTS TO OFFER ECONOMIC AND TRAINING OPPORTUNITIES

A. Examples of Efforts to Increase Employment Opportunities for Section 3 Residents

- 1) Sponsoring a HUD certified pre-apprentice/apprenticeship, employment and training program for Section 3 residents.
- 2) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 residents in the building trades.
- 3) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- 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 application process) to every occupied dwelling unit in the CHA housing development or developments where category 1 or category 2 persons (as these terms are defined in Section 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 CHA 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 project.
- 6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the CHA housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods.
- 7) Sponsoring (scheduling, advertising, financing or providing in-kind services) job informational meetings to be conducted by a CHA housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods.
- 8) Arranging assistance in conducting job interviews and completing job applications for residents of the CHA housing development or developments where category 1 or category 2 persons reside and in the neighborhood of service area in which a Section 3 project is located.
- 9) Arranging for a location in the CHA 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 CHA housing developments or developments where category 1 or category 2 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.

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

13) Advertising the jobs to be filled through the local media, such as community television networks, 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 job placement (preferably one of the Section 3 business concerns identified in Part 135), that will undertake, on behalf of the CHA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the CHA or contractor intends to fill.

15) For CHA to employ Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance.

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.

B. Examples of Efforts to Award Contracts to Section 3 Business Concerns

1) Utilizing procurement procedures for Section 3 business concerns.

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 of other prominent areas of the housing development or developments owned and managed by the CHA.
- 5) For CHA to contact 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 contracting them to provide additional information on the contracting opportunities.
- 8) 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 language 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 or general circulation, and radio advertising.
- 15) Developing a list of eligible Section 3 business concerns.
- 16) For CHA to participate in the “Contracting with Resident-Owned Business” program provided under 24 CFR Part 963.
- 17) Establishing or sponsoring programs designed to assist CHA 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.
- 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) Encourage 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 business that promote the development or maintenance and assist Section 3 business concerns.

C. Contracting with Resident Owned Business

HUD issued a final rule (24 CFR Part 963) which allows CHA to use an alternate method of procurement to allow contracting with businesses substantially owned by residents of public housing. The resident must own and control at least 51 percent of the enterprise. This rule affects all contracts for services, supplies, and construction. The alternate procurement process allows a housing authority to limit their solicitation process to resident owned businesses. The HUD Procurement Handbook, 7460.8-Rev. 1, strongly encourages housing authorities to adopt a policy of contracting and providing employment opportunities with residents and resident owned businesses, including Resident Management Corporations, whenever possible.

The procurement process under 24 CFR 963 requires the Authority to undertake the following procurement process when limiting solicitation to resident owned businesses:

1. As with all procurement activity, the Authority must prepare an independent cost estimate for the goods or service it is requesting a bid or proposal.
2. The Authority will determine the appropriate method of procurement, i.e., small purchase, sealed bidding, competitive proposals, or noncompetitive proposals.
3. The Authority will solicit a bid or a proposal, depending on the method of procurement, from one or more resident owned business.
4. The Authority must perform a cost/price analysis and determine if the bid/offer is reasonable and comparable to normal prices for supplies, goods, or services in the project area.
5. The Authority documents the procurement file and complies with all other procurement requirements contained in 24 CFR 85.36 and the Authority's procurement policy.

This method of procurement is limited to a cumulative total of \$1,000,000 per resident owned business. The Authority must request a certification from the resident owned business regarding previous contracts received under this alternate procurement process. Once a resident owned business has received over \$1,000,000 worth of contracts, they must then compete with all non-resident owned businesses through the normal competitive process.

D. Section 3 Outreach Effort

CHA has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. In order for CHA to effectively link the economic opportunities that are to be made available to the low and very low income individuals it serves, CHA needs to establish an effective and ongoing outreach program.

An effective outreach involves a combination of efforts to reach many eligible Section 3 residents as possible to inform them of the opportunities that are being generated by this Section 3 program.

Some of the resources available to assist in the outreach effort are:

1. Placing notices in local and community newspapers
2. Articles in public housing resident newsletters
3. Placing public service announcements on local television and radio stations.
4. Presentations for community organizations and public housing resident groups.

5. Periodic mailings to public housing residents.
6. Referrals from other local employment training programs.
7. Posting at community centers, unemployment offices, and government offices.
8. Notifications to other service providers serving low income individuals.
9. Data collected from community or residents surveys.
10. Notification to job placement agencies.

The outreach effort should explain the purpose of the Section 3 program, that is to the greatest extent feasible, contractors are required to provide employment and training opportunities to low and very low income persons, a statement of eligibility and a phone number and a contact person for further information. CHA is responsible for administering the Section 3 program and monitoring contractor compliance and will need to perform the outreach effort in order to have eligible individuals to place with contracting firms desiring to comply with their obligations to the Section 3 regulations.

Sample of Resident Outreach

Dear Resident:

“Section 3” is the popular name of a HUD program that ensures that employment, job training and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to you.

Simply stated, “JOBS” is the name of the game, and the Chester Housing Authority (CHA) is conducting an outreach effort to notify and connect you to contractors and programs that may have employment opportunities available.

If you wish to be considered for these possible future employment and training opportunities, please complete the attached survey and return it to: The Authority.

Should you have any questions regarding this Section 3 outreach effort, please contact Ms. Doe at (xxx) xxx-xxxx.

Sincerely,

SAMPLE OUTREACH – RECRUITMENT LETTER

EMPLOYMENT AND TRAINING POSITIONS

Date

**Ms. Jane Doe
Doe Community Organization
123 Fourth St.
Chester, PA 19013**

Subject: Section 3 Recruiting – Employment and Training Positions

Dear Sir or Madam:

Because my firm is a contractor on a HUD financed project covered by Section 3 of the U.S Housing and Urban Development Act of 1968, as amended, we are required to ensure that employment and other economic opportunities are directed to low and very low-income persons in the order specified on the attached notice. Additionally, we are required to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance.

My firm is committed to complying with Section 3 and will take steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3¹ residents of the job openings listed on the attached Section 3 Notice. Interested persons should contact:

**Mr. John Doe
678 Ninth St.
Chester, PA 19013**

Thank you for your assistance in this matter. Should you need additional information, please call Mr. Doe at (610) 122-4567.

Sincerely,

¹ A Section 3 resident means (1) a public housing resident; or (2) a low or very low income individuals who resides in the metropolitan area in which the Section 3 covered assistance is expended.

SAMPLE SECTION 3 NOTICE FOR HUD FINANCED PUBLIC HOUSING PROJECTS

Purpose of Notice: **To comply with Section 3 of the U.S. Housing and
Urban Development Act of 1968, as amended.**

Preference Requirements – Employment and Training

**The Statute requires that any New Hires for this project be directed to qualified
Section 3 Residents in the following order of priority:**

- 1 Residents (selected from a qualified pool) of CHA developments for which
the assistance is expended.**
- 2 Residents (selected from a qualified pool) of other developments managed
by the CHA.**
- 3 Participants in Youthbuild programs. (see “Definitions”)**
- 4 Other low and very low income persons residing in the metropolitan area.**

Positions Subject To Hire For This Project				
Position Title	Qualifications	Estimated Salary	Estimated Start Date	Estimated Completion Date
Contact Persons Name, Address and Phone Number				
Prime Contractor’s Name, Address and Phone Number:				
Recipient’s Name, Address and Phone Number:				

SAMPLE OUTREACH LETTER – CONTRACTING OPPORTUNITIES

Date

**Ms. Jane Doe
Doe Community Organization
123 Fourth St.
Chester, PA 19013**

SUBJECT: Section 3 Recruitment – Contracting Opportunities

Dear Sir or Madam:

Because my firm is a contractor on a HUD financed project covered by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended, we are required to ensure that employment and other economic opportunities are directed to low and very low income persons in the order specified on the attached notice. Additionally, we are required to notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

My firm is committed to complying with Section 3 and will take steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3² business concerns of the contracting opportunities listed on the attached notice. Interested persons should contact:

**Mr. John Doe
678 Ninth St.
Chester, PA 19013**

Thank you for your assistance in this matter. Should you need additional information, please call Mr. Doe at (215) 123-4567

² A Section 3 business means a business concern (1) that is 51 percent or more owned by Section 3 residents; or (2) whose permanent, full-time employees include three years of the date of first employment with the business concern were Section 3 resident; 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 (1) and (2) of this paragraph.

SAMPLE – NOTICE OF CONTRACTING OPPORTUNITIES

Prime Recipient	Prime Contractor
Location of Work	Contact Person
Scope of Work	
Estimate Start Date	Estimated Completion Date
Preference Requirements for Section 3 Business Concerns The Statute requires that in public housing programs, efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:	
<ol style="list-style-type: none"> 1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees. 2. Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees. 3. HUD Youthbuild programs being carried out in the metropolitan area in which Section 3 funds are expended. 	
<ol style="list-style-type: none"> 4. Business concerns that provide 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 and 2 above. 	

PART III

FORMS AND INSTRUCTION FOR COMPLETION

INSTRUCTIONS FOR COMPLETION OF FORM – 1

- A. Project Name/Location: Self-explanatory**
- B. Developer/Contractor/Applicant**
- C. Date: Self-explanatory**

Please complete FORM – 1 by providing a list of current employees anticipated to work on this project that are not new hires. Be advised, that anyone not listed on this submission is presumed to be a “NEW HIRE” on this project for the purpose of Section 3 requirements. NOTE: If you need additional space, please reproduce or copy FORM – 1 and attach to the original.

EXISTING EMPLOYEE LIST

FORM – 1

A. PROJECT NAME AND LOCATION: _____

B. DEVELOPER/CONTRACTOR/APPLICANT: _____

C. DATE: _____

<u>EMPLOYEE</u> <u>NAME/ADDRESS</u>	<u>SOCIAL SECURITY</u> <u>NUMBER</u>	<u>JOB</u> <u>CATEGORY/TRADE</u>

Page _____ OF _____

CHA 101 (S3)

HIRING PLAN WORKSHEET

Q1. Will anyone be hired as a result of this project?

(Please circle your answers)

Yes

No

If the response to Q1. was yes, please complete FORM – 2.

INSTRUCTION FOR COMPLETION OF FORM – 2.

Please fill out FORM – 2 concerning all the positions anticipated as necessary to complete this project.

- (A) Job Category: Please specify the categories of construction trade jobs and additional other jobs not already listed but necessary on this project.
- (B) Total Number of Expected HOURS spent on the job in each category: These numbers should reflect both existing and new employee time.
- (C) Total Number of Expected EMPLOYEES in each category of jobs: These numbers should include both existing employees and new hires.
- (D) Total Number of Expected NEW HIRES in each category: These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
- (E) Total Number of Expected SECTION 3 NEW HIRES in each category: This number should reflect all the low and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3.
- (F) Expected HIRE DATE(S) of new hires by category: This column should be completed to reflect the progressions of work on a project, in other words, when new hires will be needed on the job by category.
- (G) TOTALS: Please provide totals for each of the columns indicated. The number in the “Total number of expected SECTION 3 NEW HIRES” column, to the greatest extent feasible.

For example, if the total number of NEW HIRES for a project is 20, then the total number of SECTION 3 NEW HIRES should be 6, based on 30 percent of the aggregate number of new hires for one year beginning in FY 1997 and continuing thereafter.

HIRING PLAN

FORM - 2

JOB CATEGORY	Total # of Expected HOURS spent on the Job in each category	Total # of Expected EMPLOYEES in each category	Total # of Expected NEW HIRES in each category	Total # of Expected SECTION 3 NEW HIRES in each category	Expected HIRE DATE(S) of new hires by category (note: there could be more than one date in each category)
(A)	(B)	(C)	(D)	(E)	(F)
Professionals: *					
Technicians: **					
Office/Clerical					
Construction Work by Trade					
Trade:					
Trade:					
Trade:					
Other:					
Other:					
Other:					
Other:					
Totals: (G)					

* Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners and computer programmers).

** Technicians are defined as people who work in direct support of engineers or scientists, utilizing theoretical knowledge of fundamental scientific, engineering, mathematical, or draft design principles.

CHA 102 (S3)

TRAINING PLAN WORKSHEET

Q2. Will there be any training opportunities on this project?

(Please circle your answers)

Yes

No

If the response to Q2. was yes, please complete FORM – 3.

INSTRUCTION FOR COMPLETION OF FORM – 3.

- (A) Areas of Anticipated Training in Connection with this Project: please list.
- (B) Number of Expected Training Hours Available by Training Area category: please list.
- (C) Type of Training Available: self-explanatory
- (D) Opportunities Available by Training Area to Section 3 Residents: please respond with either a “yes” or “no” to indicate whether training will be available for low and very low-income individuals (Section 3 Residents) by training area category.
- (E) Comments: self-explanatory.

TRAINING PLAN

FORM - 3

Areas of Anticipated Training in Connection With This Project (A)	Number of Expected Training Hours by Training Areas (B)	Type of Training: Classroom Training (CRT) On the Job Training (OJT) Both (Both) (C)	Opportunities Available to Section 3 Residents by Category (Y/N) (D)	Comments (E)

CONTRACTING PLAN WORKSHEET

Q3. Will there be any contracts or subcontracts let as a result of this project?

(Please circle your answers)

Yes

No

If the response to Q3. was yes, please complete FORM – 4.

INSTRUCTION FOR COMPLETION OF FORM – 4.

- (A) List Each Contract/Subcontract anticipated in connection with this project and Describe Briefly: self-explanatory
- (B) Approximate Dollar Value of each contract/subcontract: self-explanatory.
- (C) Construction (C) or Non-Construction (NC) contract/subcontract: self-explanatory
- (D) Section 3 Business Concern (Y/N): Indicate whether this contract/subcontract will be with a Section 3 business concern. Note: For all businesses that are identified as Section 3 business concerns on this contracting plan, a Section 3 business concern affidavit (form – 7) must be submitted for each.
- (E) Please provide the expected Ethnic/Racial Code of the contractor/subcontractor. See table on the bottom of the form.
- (F) Female Owned Business (Y/N): self-explanatory.

CONTRACTING PLAN

FORM - 2

List Each and Describe Briefly (A)	Approximate Dollar Value (B)	Construction (C) or Non-Construction (NC) (C)	Section 3 Business Concern (Y/N) (D)	Ethnic Racial Code (E)	Female Owned Business (Y/N) (F)
1.	\$				
2.	\$				
3.	\$				
4.	\$				
5.	\$				
6.	\$				
7.	\$				

Ethnic/Racial Codes:

- 1. White American
- 2. African American
- 3. Native American

- 4. Hispanic American
- 5. Asian Pacific American
- 6. Hasidic Jew

CHA 104 (S3)

EFFORTS TO COMPLY WITH SECTION 3 HIRING AND CONTRACTING GOALS NARRATIVE

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals. Starting in Part II of this program is a list of voluntary efforts that can be undertaken to evidence compliance with Section 3; these are the appendices of the Section 3 regulations (24 CFR 135).

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SUBCONTRACTOR ACTIVITY REPORT WORKSHEET

Q4. Are there any contracts or subcontracts let as a result of this project?

(Please circle your answers)

Yes

No

If the response to Q4. was yes, please complete FORM – 5.

INSTRUCTION FOR COMPLETION OF FORM – 5.

- (A) Contract Number: List Contract Number of project.
- (B) HUD Funding Source: List HUD source of funds.
- (C) Date: List today's date.
- (D) Contractor: Write the name and address of your general contractor.
- (E) Project Name and Location.
- (F) Female Owned Business (Y/N): self-explanatory.
- (G) Name of Subcontractor: List the names of the subcontractors separately. State their address and their Tax I.D. number.
- (H) Amount of Contract: State dollar amount of the contract with each subcontractor.
- (I) Ethnic/Racial Code: Using the Ethnic/Racial Codes listed at the bottom of the page, please indicate the ethnic/racial composition of each subcontractor.
- (J) Gender Code: Using the Gender Codes listed at the bottom of the page, please indicate the gender of each subcontractor.
- (K) Section 3 Business Concern: For each subcontractor, indicate whether the subcontractor is a Section 3 Business Concern. Each Contractor or subcontractor identified and documented as a Section 3 business concern will provide evidence of a commitment to subcontract in excess of twenty-five (25) percent of the dollar award of all subcontracts to be awarded.
- (L) Types of Service Provided: For each subcontractor, indicate the type(s) of services provided by the subcontractors. (Including construction and supplies)
- (M) Anticipated Start Date: Indicate the anticipated start and completion date of each subcontract.

SUBCONTRACTOR ACTIVITY REPORT

FORM - 5

Contract Number:		HUD Funding Source:			Date:	
(A)		(B)			(C)	
Contractor:				Address:		
(D)						
Project Name and Location:				Actual Construction Start Date:		
(E)				(F)		
Name of Subcontractor Complete Address and Tax I.D. Number	Amount of Contract	Ethnic/Racial Code	Gender Code	Section 3 Business Concern (Y/N)	Type(s) of Services Provided (Including Supplies)	Anticipated Start and Completion Date:
(G)	(H)	(I)	(J)	(K)	(L)	(M)
#:	\$					From:
						To:
#:	\$					From:
						To:
#:	\$					From:
						To:
#:	\$					From:
						To:

Ethnic/Racial Codes:

- | | |
|---------------------|---------------------------|
| 1. White American | 4. Hispanic American |
| 2. African American | 5. Asian Pacific American |
| 3. Native American | 6. Hasidic Jew |

SECTION 3 RESIDENT AFFIDAVIT WORKSHEET

Q5. Are any of your employees listed as Section 3 residents on your certified payroll?

(Please circle your answers)

Yes

No

If the response to Q5. was yes, please complete FORM – 6.

INSTRUCTION FOR COMPLETION OF FORM – 6.

1. Provide employee's current address.
2. Indicate whether the employee is a resident of public housing.
3. Indicate the total number of individuals in the employee's family.
4. By using the table, indicate the annual income for the employee's family for the last year. If the family size is over 8, list the annual income for the family.
5. The form should be signed by the employee and notarized.

After the form is completed by an employee, his or her employer is responsible for collecting the form and delivering the form to CHA. The form for any employee must be delivered to CHA when the employee is first listed as a Section 3 resident on a Certified Payroll Form. Each person who fills out this form must be able to verify the information if requested.

SECTION 3 RESIDENT AFFIDAVIT

FORM – 6

The undersigned being first duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

1. My current address is (give street address, city, state and zip code)
2. I am _____ am not _____ resident of public housing.
3. The total number of individuals in my family (including all family members currently living in my household including myself, or those related by blood, marriage, adoption or guardianship) is _____
4. Last year, the annual income from all sources for my family is listed on the table below for my family size:

FAMILY SIZE	INCOME FROM ALL SOURCES
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$

If the total number of individuals in your family is over eight, please state the annual income for your family during the last year. \$ _____

5. I understand that the information above relating to the size and annual income of my family may require verification.

I agree to provide upon request documents verifying this information and I authorize my employer to release information required for the United States Department of Housing and Urban Development or the Chester Housing Authority to verify my status as a “Section 3 Resident” under Section 3 of the Housing and Urban and Development Act of 1968 (and the related regulations).

Name (signature) Commonwealth of Pennsylvania

Name (printed) County of _____

Subscribed and sworn to before me this _____ day of _____, _____

Date: _____ Notary Public
My Commission Expires: _____

CHA 106 (S3)

SECTION 3 BUSINESS CONCERN AFFIDAVIT WORKSHEET

Q7-1 Will there be any contracts or subcontracts let as a result of this project?

(Please circle your answers)

Yes

No

Q7-1 Will any of the contracts described on the Contracting Plan (Form-4) be with Section 3 business concerns?

(Please circle your answers)

Yes

No

If the responses to both Q7-1 and Q7-2 were yes, please have each of the businesses identified on the Contracting Plan (FORM-4) as Section 3 concerns, complete FORM-7. A separate FORM-7 should be given to and completed by each Section 3 business concern.

INSTRUCTION FOR COMPLETION OF FORM – 7.

- I.**
 1. Provide employee's current address.
 2. Provide the current address of the business.
 3. Indicate whether the business is a corporation, a partnership, a sole proprietorship or a joint venture.
 4. Provide the name of the project and all of the addresses involved in the entire project.
 5. Describe briefly the contract or subcontract that the business anticipates undertaking for the project. This should be the same information as in the first column on the Contracting Plan (FORM-4).
- II.**
 1. Please indicate whether the business is a Section 3 business concern. A "Section 3 business concern" is a business concern that either:
 - (b) is at least 51% owned by Section 3 residents.
 - (c) has full-time, permanent employees, at least 30% of whom either (i) are currently Section 3 resident, or (ii) have been employed by the business for three years or less and were Section 3 residents at the time when the business first hired them, or
 - (d) has committed to subcontract in excess of 25% of the dollar reward of all subcontracts to be let in connection with the project to businesses that qualify under (a) or (b) above.

A "business concern" is a business entity formed in accordance with state law and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.

2. A “Section 3 business concern – with category preference is defined as a Section 3 business concern that either:

- (a) is at least 51% owned by Section 3 residents, all of whom live in the developments service area, or
- (b) has full-time, permanent employees, at least 30% of whom live in the development’s service area and either (i) are currently Section 3 residents, or (ii) have been employed by the business for three years or less and were Section 3 residents at the time when the business first hired them (category 1 business); or
- (c) is at least 51% owned by Section 3 residents who live in other CHA housing developments not in the development’s service area, or whose full-time permanent employees, includes 30% of these Section 3 residents (category 2 business); or
- (d) HUD Youthbuild programs being carried out in the metropolitan area in which Section 3 covered assistance is expended (category 3 business); or
- (e) has committed to subcontract in excess of 25% of the dollar award of all subcontracts to be let in connection with the project to businesses that qualify under (a) or (b) above. (category 4 business)
- (f) Identify whether the business has been selected to carry out any HUD Youthbuild program.

III. The title of the person signing the affidavit should be inserted. The affidavit must be signed, dated and notarized. The name of the person signing the affidavit must be typed or legibly printed below his/her signature.

SECTION 3 BUSINESS CONCERN AFFIDAVIT

Form - 7

The undersigned being first duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

I. BASIC INFORMATION

The following information is true and correct:

1. Name of Company:

2. Company Address:

3. Type of business (corporation, partnership, sole proprietorship, joint venture):

4. Project Name and address(es):

5. Name/type of contract:

II. TYPE OF SECTION 3 BUSINESS CONCERN

For the purposes of this section, please refer to the attached instructions for the meaning of the terms “Section 3 Business Concern,” and “Section 3 Business Concern with Category Preference” and “HUD Youthbuild Program”. *(Please circle answer)*

1. Is the Company a Section 3 Business Concern?

Yes No If “yes,” please go on to question #2. If “no,” please go directly to Part III below.

2. Is the Company a Section 3 Business Concern – With Category Preference?

Yes No If “yes,” please go directly to Part III below. If “no,” please go on to question #3

3. Has the Company been selected to carry out any HUD Youthbuild Program?

Yes No If “yes,” please go on to Part III.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above.

Under penalty of perjury, I certify that I am the _____ (Title) of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature) _____

Name (printed) _____

Commonwealth of Pennsylvania

County of _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires: _____

SECTION 3 RESIDENTS TERMINATION FORM WORKSHEET

You may want to make copies of this form so that you are able to meet your weekly obligation.

Q8. Did you terminate any Section 3 residents this week?

(Please circle your answers)

Yes

No

If the response to Q8 was yes, please complete FORM – 8.

INSTRUCTIONS FOR COMPLETION OF FORM – 8.

- (A) Contractor's Name/Address: List contractor's name and address of the project.**
- (B) Contract Number: List contract number.**
- (C) Report Period: State dates for the week of which this document is reporting.**
- (D) Employee Name: Write the name(s) of the terminated Section 3 employee(s).**
- (E) Social Security Number: State the employee(s) social security number.**
- (F) Position Held: State the position held by the employee(s).**
- (G) Start Date: State the start date of the employee(s).**
- (H) Finish Date: State the finish date of the employee(s).**
- (I) Signature: Original signature of an official of the company.**
- (J) Title: Title of the official who signed document.**
- (K) Date: Date the company official signed the document.**

EMPLOYEE TERMINATION TRACKING FORM
SECTION 3 RESIDENTS

FORM - 8

(A) Contractor's Name/Address of the project: _____

(B) Contract #: _____

(C) Report Period – From: _____ To: _____

EMPLOYEE NAME (D)	SOCIAL SECURITY NUMBER (E)	POSITION HELD (F)	START DATE (G)	FINISH DATE (H)

The undersigned company official's signature does swear or affirm that the information on this form is true and correct to the best of my knowledge and there is no willful intent to mislead or commit fraud.

(I) Signature

(J) Title

(K) Date

SECTION 3 RESIDENT and BUSINESS CONCERN AFFIDAVIT

I, _____, the Developer/Contractor, or the authorized representative of the developer/contractor, do hereby attest that I have examined the proofs of residency and income for each person signing a Section 3 resident affidavit as a low or very low-income person and/or a resident of the Chester Housing Authority. I also attest that based upon the proofs supplied and representations made by such person(s) for Section 3 status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended.

In addition, and to the best of my knowledge, the proofs supplied and representations made by all contractors, subcontractors and Section 3 business concerns are accurate as such, as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended.

I fully understand that this affidavit is a substantive part of the contract and that intentional submission by the developer/contractor or false information shall be a material breach of the contract, and that the Chester Housing Authority may exercise those rights provided to it under the contract law.

Developer/Contractor

Signature

Date

Contract Number

Worksite

Position/Title

Commonwealth of Pennsylvania

County of _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires: _____

CONTRACTOR'S QUALIFICATION FORM

Bidder Note:

To Be Submitted With Bid Forms

(Answer all questions)

Submitted to the Chester Housing Authority () An Individual
() Co - Partnership
By _____ () A Corporation
() Joint Venture

Office _____ Telephone # _____

Principal Office _____

1. Have you previously filed a Qualifications Statement with the Chester Housing Authority?

If so, what year? _____ What Project? _____

2. How many years has your present organization been actively engaged in business as a contractor under your present business name?

3. How many years' experience in this type of work has your organization as presently constituted, had as a contractor?

4. State present number of continuously employed employees in your concern:

4. State present number of continuously employed employees in your concern:

(a) State the number of other employees in your organization at the present time.

LICENSES: (attach copy) Plumbing _____ Electrical _____
(Number) (Number)

5. (a) INDIVIDUAL DOING BUSINESS UNDER ASSUMED NAME

Name and address of individual

Has required certificate of doing business under assumed name filed in the County clerk's Office? If so, when and in which County *(attach copy)*

(b) CO - PARTNERSHIP

If a co - partnership, answer this:

Date or organization _____

State whether partnership is general or limited _____

Has the partnership filed a certificate of partnership in the County Clerk's Office? _____

If so, when, and in which County *(attach copy)* _____

If the partnership is doing business under an assumed name, has the required certificate of doing business under an assumed name been filled in the County Clerk's Office? _____

If so, when and in which County *(attach copy)* _____

Name and address and percentage of ownership of each Partner. *(Designate whether a general or limited partner and, with respect to the later, the amount of limitation).*

(c) CORPORATION

If a corporation, answer this:

When incorporated *(attach a copy of certificate)* _____

In what State _____

If a State other than Pennsylvania, has a certificate of authority to do business within the State of Pennsylvania been obtained from the Secretary of State? _____

If so, when? (*attach a copy of certificate*) _____

President's name _____

Address _____

Executive Vice President's name _____

Address _____

Assistant Secretary's name _____

Address _____

Treasurer's name _____

Address _____

Shareholders names, addresses and percentage of ownership _____

(d) JOINT VENTURE

If a joint venture, answer this:

Date of organization _____

Name and address of each member of the joint venture and state whether individual, partnership or corporation.

NAME	ADDRESS	NATURE OF ORGANIZATION	% OF OWNERSHIP

Prospective bidder shall supply on separate sheets to be attached to this form the appropriate information with respect to each member of the joint venture as called for by Section 5(a), 5(b), and 5(c).

6. List the contracts your present organization has under way on this date, including any work being done for the Authority. Do not list work fully completed. *(This information must be specified as it is used for reference purposes.)*

Contract Amount	Name of Project	Address	Type of Work	% Completed	Start Date	Anticipated Completion Date	Name, Address Phone # of Owner Agent or contacting experience references

7. List contracts with Chester Housing Authority (CHA) which your present organization has completed in the last ten years. If organization is *less* than ten years old, list CHA contracts completed during life of present organization and in addition list CHA contracts completed by members of your present organization with the name of associates during balance of said ten years. Also, list any other projects that are similar in scope and magnitude to this project that your organization has completed in the last ten years.

Contract Amount	Name of Project	Address	Type of Work	Date Completed Date	Name Address Phone # of Owner Agent or contacting experience references

RECAPITULATION

Experience Record

Work on Hand - Current Year (Projected)

Work Performed - 5 Previous Years

<i>Calendar Year</i>	<i>Dollar Value</i>	<i>No. of Projects</i>
19_____	_____	_____
19_____	_____	_____
19_____	_____	_____
19_____	_____	_____
19_____	_____	_____

8.(a) Has your present organization ever failed to complete any contract awarded to it? _____ If so, give details on a separate sheet.

(b) Has your present organization ever failed to complete on time (after allowance for authorized time extensions) any contract awarded to it? _____ If. so, give details on a separate sheet.

(c) Has your present organization ever been refused the award of any contract on which you were the low bidder in competitive bidding? _____ If so, give details on a separate sheet, such as project name, amount of bid, amount of bid on which award was made, name of entity rejecting your bid, and reasons for your bid's rejection.

(d) On what contracts, if any, for which your present organization has been the general contractor, has final payment been the subject of litigation? _____. Name the project and state the results of the litigation in each case.

(e) On what contracts performed by your present organization were liens filed by subcontractors or material suppliers? _____ List liens and details. *(On separate sheet, if necessary)*

9. Has any officer or partner or your present organization ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, and the facts and give details why contract was not performed.

10. Has any officer or partner or your present organization ever failed to complete a contract handled in his own name? _____ If so, state name and address of individual, name and address of owner, date and other information to identify contract and reason for failure to complete the contract.

11. Are any actions or proceedings pending in this State or in any jurisdictions against your present organization, against any of the partners, if a partnership or against any of the officers or principals, if a corporation? If so, state the details.

12. In what other areas of business is your company interested?

13. What is the experience of the principal individuals of your present organization?

Individual's Name	Present Position Or Office	Years of Experience	& Type of Work	Magnitude In What Capacity
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(a) Are there any outstanding or unsatisfied claims or causes of action now pending, or which will accrue hereafter, against your organization, its partners, if a partnership, or its officers principals, if a corporation? _____ If so, state the details.

14. What equipment do you own that is available for proposed work?

Quantity	Item	Description Size	Years of Service	Present Location
		Condition, Capacity, Etc.		

REMARKS: Give such other information as you deem pertinent to this application, tending to qualify you, that you believe may be of interest to the Authority.

CHESTER HOUSING AUTHORITY
CONTRACTOR'S QUALIFICATION STATEMENT

State of _____

County of _____

This is to certify that the preceding information submitted by

(Name of Bidder)
is true, correct and complete, to the best of my knowledge.

_____ <i>Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
---------------------------	-----------------------	----------------------

Sworn to before me

this _____ day _____ 20 _____

Notary Public

CHESTER HOUSING AUTHORITY
CONTRACTOR'S FINANCIAL QUALIFICATION STATEMENT

NOTE: TO BE PREPARED BY A CERTIFIED PUBLIC ACCOUNTANT WITHIN 1 YEAR PRECEDING THE DATE OF THE SUBMISSION OF THIS QUALIFICATION STATEMENT WILL BE CONSIDERED.

Name of Contractor _____

Statement of Financial Condition as of _____ 20____ (date of last Fiscal Closing)

ASSETS

VERIFIED BY
CHA AUDITOR

Cash on Hand.....\$ _____
Cash Bank (See Note 1).....\$ _____ (Attach substantiating statement from Bank)
Accounts Receivable (See Note 5).\$ _____
Notes Receivable (See Note 2)....\$ _____
Materials Inventory.....\$ _____
Investments - Marketable Securities
(See Note 3).....\$ _____
Total Liquid Assets (See Note 4).\$ _____
Prepaid Expenses.....\$ _____

Total Current Assets.....\$ _____
Total Fixed Assets.....\$ _____
Total Other Assets.....\$ _____

Total Assets.....\$ _____

Note 1: Furnish the names, addresses and telephone number of banks (with your account number) at which deposits are carried:

Bank	Address	Telephone #	Account #

Note 5: Include schedule of aged Account Receivable showing individual balances due and billing dates on Page A - 1

CHESTER HOUSING AUTHORITY
SCHEDULE OF ACCOUNTS RECEIVABLE

See Note 5, Page A.

(Name Address & Telephone No.)

[illegible]

**CHESTER HOUSING AUTHORITY
CONTRACTOR'S FINANCIAL QUALIFICATION STATEMENT**

LIABILITIES AND NET WORTH

VERIFIED BY
CHA AUDITOR

Current Liabilities (*Liquid*).....\$ _____
Accounts Payable.....\$ _____

Notes and Loans Payable (*See Note 2*).....\$ _____

Notes and Loans Payable-Officers.....\$ _____
(*See Note 2*)

Taxes Payable.....\$ _____

Accrued Expenses.....\$ _____

Other Current Liabilities.....\$ _____

Total Current Liabilities (*See Note 4*)....\$ _____

Total Fixed Liabilities(date due _____)\$ _____

Total Liabilities.....\$ _____

Net Worth.....\$ _____

Total Liabilities and Net Worth.....\$ _____

Note 2: Receivable and Note Payable - amounts must be due in less than 1 year.

Note 3: Investments _____ Actual market value \$ _____

Note 4: Net Liquid Assets must be equal to at least 15% of Contract Base Bid computed as follows:

Contract Price\$ _____ x 15% = \$ _____

Liquid Assets.....\$ _____

Less Current Liabilities.....\$ _____

Net Liquid Assets.....\$ _____

**CHESTER HOUSING AUTHORITY
CONTRACTOR'S FINANCIAL QUALIFICATION STATEMENT
AFFIDAVIT BY ACCOUNTANT, OWNER, OR OFFICER**

State of _____

County of _____

This is to certify that the balance sheet submitted has been prepared from the records and books of account of _____ as of _____.

(Date of last fiscal closing from Page A)

The information submitted is true, correct, and *complete*, and is based on all information of which I have knowledge.

_____ _____ <i>Signature</i>	_____ _____ <i>Title</i>
<i>Date</i>	

Sworn to before me this _____ day _____
20_____

Notary Public