



**TUNICA COUNTY COMMUNITY  
DEVELOPMENT COALITION, INC.**

**Operating Policies & Procedures Manual  
Community Housing Development Organization  
July 2015**

**TUNICA COUNTY COMMUNITY DEVELOPMENT COALITION, INC.  
OPERATING POLICIES AND PROCEDURES**

<b>FAIR HOUSING / EQUAL OPPORTUNITY</b>	<b>4-7</b>
<b>APPLICATION PROCESS</b>	<b>8-13</b>
<b>APPLICANT SELECTION / DE SELECTION POLICY, PROCESS, AND APPEAL</b>	<b>14-15</b>
<b>DUPLICATION OF BENEFITS / TAX CHECK PROCEDURE</b>	<b>16</b>
<b>QUALITY CONTROL POLICY</b>	<b>17-18</b>
<b>CLOSE OUT POLICY</b>	<b>19-20</b>
<b>PROCUREMENT POLICY AND PROCEDURE</b>	<b>21-30</b>
<b>CONSTRUCTION POLICY AND PROCEDURE</b>	<b>31-34</b>
<b>SPECIAL PROVISIONS</b>	<b>35-46</b>
<b>ATTACHMENTS</b>	<b>47-57</b>



**I. FAIR HOUSING/EQUAL OPPORTUNITY**

Tunica County Community Development Coalition, Inc. is pledged to the letter and spirit of the U.S. Policy for the achievement of equal housing opportunity throughout the nation. TCCDC encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status and national origin. TCCDC operates in accordance with the Fair Housing Act (FHA), the Equal Credit Opportunity Act (ECOA), and the Americans with Disabilities Act (ADA), as applicable.

It is the consistent practice of Tunica County Community Development to train and educate all employees in Fair Housing policy and to ensure it is administered in a consistent manner throughout our organization.

**HUD'S MISSION STATEMENT CONCERNING EQUAL HOUSING OPPORTUNITY**

To create equal housing opportunities for all persons living in America by administering laws that prohibit discrimination in housing on the basis of race, color, religion, sex, national origin, disability, and familial status.

**FAIR HOUSING AND EQUAL OPPORTUNITY (FHEO) POSTERS AND DISPLAYS**

FHEO posters shall be exhibited in all TCCDC administrative buildings. These posters must be displayed be in a public place and located in plain view to those entering and/or exiting the building in or near the common thoroughfare. In addition to displaying the posters in the administration buildings, these posters will be displayed on the job site throughout the construction phase of the project.

**FAIR MARKET RENTAL RATES**

TCCDC shall follow the rental housing guidelines as stipulated under Title II of the Cranston-Gonzalez National Affordable Housing Act.

TCCDC will not exceed the Fair Market Rents. Fair Market Rents are gross rent estimates. They include the shelter rent plus the cost of all utilities, except telephones and cable. HUD sets Fair Market Rents yearly, or more often as the marketplace deems appropriate.



On August 30, 2014, HUD provided “proposed” Fair Market Rates (FMR) for FY 2015 for Tunica County, Mississippi. TCCDC fully anticipates completing rehabilitative services to the proposed property prior to the next adjustment. Therefore, the original rents would adhere to the following FMR’s:

<i>2015 (Proposed) Fair Market Rent</i>					
<i>Number of Bedrooms</i>	<i>Efficiency</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
<i>Tunica County, MS</i>	<i>\$531</i>	<i>\$551</i>	<i>\$746</i>	<i>\$929</i>	<i>\$1136</i>

### **Americans with Disabilities Act/504 Compliance**

To the greatest extent possible, TCCDC will comply with the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218 and 225), as amended.

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It requires defined housing providers to make reasonable accommodations for persons with disabilities. It further provides that discrimination includes a failure to design and construct specified facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

Persons are classified as having a severe disability if they: (a) used a wheel-chair or had used another special aid for six months or longer; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL or IADL;” (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

#### **A. Fair Housing and Equal Opportunity Policies**

1. It is illegal to discriminate in the, rental of dwellings and other housing related transactions based on race, color, national origin, religion, sex, family status or handicap or disability.
2. TCCDC administers federally funded projects in accordance with the Fair Housing Act and applicable federal regulations and executive orders.

#### **B. Promotion of Fair Housing and Equal Opportunity**

TCCDC works to affirmatively further fair housing in its programs using federal funds. These steps include without limitation:

1. Outreach about the program in areas where those least likely to apply are located.
2. Outreach about the program to advocacy groups.



3. Providing assistance and guidance to borrowers on the application of fair housing and equal opportunity to their projects.
4. Using the Equal Opportunity logo and equal opportunity statement in documents concerning the program.

**C. Recordkeeping**

1. TCCDC will maintain copies of all printed materials, signage and media advertising evidencing that the Fair Housing Act signage, advertising, and publications requirements have been followed.
2. TCCDC will maintain records on racial and ethnic data showing minority groups who are beneficiaries and/or denials of said program.
3. TCCDC will maintain records to submit to MDA regular quarterly progress reports (as required) providing beneficiary information, activity description, National Objective being met, financial status for activity, milestones completed during the reporting period, HOME funds actually used compared to those planned.
4. TCCDC will maintain records to submit to MDA on a semiannual basis (as required), on June 15 and December 15, a statement as to whether it has met each of the Contract Performance Measures and Milestones set forth in contract.
5. TCCDC will maintain records to submit to MDA regular annual audited financial statements.
6. These records are available for inspection and review at:

*Tunica County Community Development Coalition, Inc.  
1097 Antioch Street  
Tunica, MS 38676*



### APPLICATION PROCESS

#### **Intake Policy:**

The purposes of the application process are to:

- Provide a mechanism for ensuring fair and equitable treatment of applicants.
- Determine if applicants are eligible to receive program assistance.
- Select eligible applicants according to defined procedures.
- Determine pipeline placement if remedial tasks are required.
- Determine initial level of commitment.

#### **Determination of Eligibility:**

To be eligible, a household, rather than an individual person, must qualify as low-income in order to be considered for occupancy of a housing unit constructed with or in part using federal funds. In order to comply with federal regulations regarding eligibility, TCCDC must:

Obtain information from the applicant household;

Verify the information;

Calculate the AMI;

Confirm the applicant household's eligibility;

Certify that the information is complete, true, and accurate.

In the selection of applicants for admission, Eligibility Criteria have been established. All applicants will be screened (see "Applicant Criminal History Background Check" below) carefully and the following eligibility standards will be applied:

#### **Income Limits:**

- **Low-Income Households** – A household in which the total income of all the household members is equal to or less than 80% of the Area Median Income. The FY 2015 median income for Tunica County is \$34,300.

Evidence that a household meets the income requirements of the program will be maintained in individual Activity File. A Case File will be created for every applicant, regardless of whether the household receives assistance.



## **Income Calculation and Verification**

Income eligibility for the beneficiaries of a housing activity is established through a thorough examination of household income (as opposed to family income). Therefore, the income of all persons (related or unrelated) living in the assisted housing unit must be considered and the total household income must be within the income limits for the household's size as established by HUD at the time of the housing assistance.

TCCDC will utilize the Internal Revenue Service (IRS) Form 1040 definition of income when analyzing documents. To determine if a household is eligible, the sub-recipient must use the form entitled "Housing Program Income Calculation Form for Housing Activities Using the IRS 1040"

**TCCDC will complete an initial determination of household income prior to requesting assistance. (See Attachments "A" through "C")**

*The following inclusions apply:*

1. Wages, salaries, tips
2. Taxable interest
3. Dividends
4. Taxable refunds, credits, or offsets of State and local income taxes
5. Alimony (or separate maintenance payments) received
6. Business income (or loss)
7. Capital gain (or loss)
8. Other gains (or losses)
9. Taxable amount of individual retirement account (IRA) distributions
10. Taxable amount of pension and annuity payments.
11. Rental real estate, royalties, partnerships, S corporations, and trusts
12. Farm income (or loss)
13. Unemployment compensation
14. Taxable amount of Social Security benefits
15. Other income (Includes: prizes and awards, gambling, lottery or winnings, jury duty)

*The following exclusions apply:*

1. Child Support
2. Money or property that was inherited
3. Life insurance proceeds received as a result of someone's death

Once the gross income figure is obtained, applicable deductions are subtracted to arrive at the household's "adjusted gross income".

*These deductions include:*

1. IRA deductions
2. Medical savings account deductions
3. Moving expenses



4. One-half of self-employment taxes
5. Self-employed health insurance deductions
6. KEOGH and self-employed SEP and SIMPLE plans
7. Penalties of early withdrawal of savings, and
8. Paid alimony

**The IRS Form 1040 definition of annual income does not require an asset calculation.**

To properly document income and file documentation, sub-recipients must obtain third party verification or source documentation of the income sources. Most often, this entails gathering copies of wage statements (W-2's) or other documentation from other governmental agencies such as those administering unemployment compensation or social security benefits. "Third Party Verification or Source Documentation" (Attachment B) provides the type of documentation needed to verify third party income.

A completed IRS Form 1040 may be used as one source of documentation provided certain conditions are met:

The 1040 form must be less than six months old. The sub-recipient needs to ensure that the tax return is the actual one filed with the IRS; therefore, verification must be obtained from the IRS. TCCDC may use IRS form 4506 "Request for Copy of Tax Form" or IRS Form 8821 "Tax Information Authorization" to obtain verification of the tax return. (Note: It can take as long as six weeks to obtain this verification from the IRS.)

If any of the circumstances as reported on the tax return have changed or will change in the upcoming six months, income should be calculated considering such adjustments.

For example, if the applicant received a raise at his/her job since the tax return was submitted, the current income figure should be used to determine eligibility. Therefore, the tax return is used as one document to support the income calculation, but additional documentation such as a W-2 Wage Statement or pay stubs will also be necessary to properly calculate income.

Each household member should provide documentation of tax returns. For example, if a husband and wife file a joint return, but their adult son which resides in the household files a separate return, the tax return of the husband and wife is not sufficient for determining income. The sub-recipient should also obtain a copy of the adult son's tax return or use the Housing Program Income Calculation Form (Attachment A), to determine total household income.

If the applicant is unable to provide sufficient documentation to support reported income, the sub-recipient must require the applicant to complete the "Self-Certification of Undocumented Income" form (Attachment C). If the applicant is unable to provide a tax return due to no income, the sub-recipient must require the applicant to complete the "Certification of No Income" form (Attachment D). A "Verification of Non-Filing" form from the IRS may also be obtained. This will provide documentation that a tax return was not filed with the IRS.

In summary, the following steps should be used to determine household income for the purpose of determining eligibility for housing assistance.





**Step 1:** Complete the Income Calculation Form (Attachment A) for each member of the household.

**Step 2:** Gather appropriate documentation to support the information on the form.

**Step 3:** Calculate the total household income and compare the total to the income limits for the household size.

**Step 4:** Forward necessary copies of income documents as required by the funding agency.

**Step 5:** File all forms and supporting documentation at the office of records.

### **Criminal Background Check Policy**

In an effort to provide safe housing for low-income individuals, it is the policy of TCCDC to conduct criminal background checks on all applicants. A criminal history background check is mandatory for all applicants of all Communities before move-in. The criminal background check is only conducted after the review of the applicant's credit report, income verification, child sex offender list, and the lien records and execution docket related to tax liens and judgments filed against said applicant. No criminal background check will be conducted unless a written approval to do so has been received.

### **APPLICATION ACCEPTANCE**

There are three criteria for application acceptance: (1) need, (2) ability to pay, and (3) willingness to partner.

There are two types of criminal information which may be relevant to the application decision: (1) drug-related convictions within a period of the past 24 months and (2) registration on a sexual offender database.

In the case of recent drug convictions, they are only deemed relevant in that they may imply these applicants are at a higher risk of having their real property seized by the police, due to current local and state laws. If an applicant is denied based on a recent drug conviction, this represents a denial based on a lack of ability to pay.

In the case of sexual offenses or evidence of pedophilia, we believe that demonstrates a lack of willingness to partner because the applicant has not demonstrated an ability to be a safe member of the community.

### **Other Considerations**

- No other criminal activity of the applicant is relevant to the household selection process.
- The criminal background check will be conducted by a TCCDC staff member. The information will be kept in strict confidentiality. The TCCDC staff will then report back to the committee with a simple "yes" or "no" on whether there have been any convictions for either of the following two offenses: (1) drug-related crimes in the past 24 months or (2) convictions for sexual offenses against



minors or if the applicant is a registered sex offender. All other convictions are not relevant and should not be known or considered by the committee.



## APPLICANT SELECTION/DESELECTION POLICY, PROCESS, AND APPEAL

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### APPLICANT SELECTION/DESELECTION POLICY AND PROCESS

#### Acceptance and Denial Letters

TCCDC will take and process applications for potential applicants. Upon acceptance and approval of the application by the Case Review Committee, TCCDC will send the applicant a Letter of Acceptance. The Acceptance letter will include a clear explanation of what the program will provide and what the next steps in the process will be. Also, any conditional aspects must be explained. If the application is not approved by the Case Review Committee, TCCDC will send the applicant a Letter of Denial which includes the reason for rejection, and the rejected application with reason for rejection noted thereon, will be kept on file for one (1) year.

According to TCCDC, de-selection is defined as “terminating the arrangement with selected household between the time of TCCDC approval and the occupancy of the unit.”

#### Grounds for De-Selection:

The only grounds for de-selection of a selected household are as follows:

1. Fraud or misrepresentation of facts and information on the application and other documents.
2. Failure to complete the requirements of the Letter of Acceptance and/or Letter of Agreement [as applicable]
3. Changes in economic circumstances: Either negative changes, which affect the applicant's ability to meet the monthly payment beyond foreseeable remedy or an increase, prior to closing, in income to above 80% AMI.
4. Certain types of criminal activity.

Negative change in economic circumstances can set the selected household up for failure by placing them in a unit they may not be able to afford. TCCDC will work with the partner family and *de-select only as a last resort*.

#### De-Selection Procedure:

##### A. Fraud or Misrepresentation on Application:

Examples of fraud or misrepresentation include, but are not limited to supplying inflated income information or omitting debt information on the application. If fraud or misrepresentation is suspected, the matter is investigated by a TCCDC staff member. This investigation includes a meeting with the primary applicant and/or household members. Findings and recommendation is made by the TCCDC staff member to the Case Review Committee. The decision to deselect rests in the authority of the Case Review Committee. If it is determined that fraud or deliberate



misrepresentation took place, de-selection takes place immediately. A letter is sent to the household informing them of the decision.

### **Re-Applying after De-Selection/Rejection**

Households wishing to re-apply after de-selection or rejection must wait one year from the date of de-selection or rejection to do so. At that time, they will go through the application process again. The household will be required to discuss what has changed that will allow them to be eligible in this component of the program if approved/re-approved.

### **Applicant Appeal Process (Both Selection and De-Selection)**

Applicant may appeal by providing explanation and related documentation to substantiate their appeal. All appeals related to the Intake Process should be initially referred to TCCDC who will document the process of identifying, assessing and, where appropriate, resolving the appeal. Every effort shall be made to resolve grievances as soon as they become known. If a grievant is not satisfied with the initial response taken to resolve the grievance, he or she may submit a written description of the grievance, which will be responded to by TCCDC in writing within ten (10) working days. If the grievant is still not satisfied with the steps taken to resolve the grievance he or she may write to the area office of the Mississippi Development Authority. After appealing to the MDA, if the grievant finds that their appeal needs further review, the process will continue to the area office of the Department of HUD.



### QUALITY CONTROL POLICY

#### **Purpose**

The purpose of the Quality Control Plan of TCCDC is to evaluate and monitor the overall quality of TCCDC's use of grant monies provided by MDA under the HOME Program. The overriding controls of Quality Control are: (a) to assure compliance with the contract, MDA program requirements, HUD rules and regulations and other applicable federal and state laws; (b) to protect TCCDC, MDA and HUD from unacceptable risk; (c) to guard against errors, omissions and fraud; and (d) to assure swift and appropriate corrective action.

#### **Program Integrity**

The quality control monitoring and review function will be performed by designated personnel who do not perform the processing functions. This review shall be performed on a periodic basis.

Records of reviews are to be maintained for a minimum of three years after completion of the project or as otherwise stated in TCCDC Document Retention Policy. Quality control review findings will be communicated to the Executive Director and actions taken to correct any deficiencies which are noted. Notification to MDA of problems and corrective actions taken will be made as appropriate.

#### **Reconciliation**

Upon completion of all phases of review, quality control management personnel will reconcile all of the information and determine if the actions taken and the ultimate products meet the standards for the program.

#### **Corrective Action**

When discrepancies from original documents or exhibits are found, the file will immediately be analyzed for final disposition. Findings must be reported to the Executive Director of TCCDC within one month of completion of the initial report. Management must take prompt action to deal appropriately with any material findings. The final report or an addendum must identify actions being taken, the timetable for their completion, and any planned follow-up activities. If any patterns or trends are noted during these reviews, which are detrimental to TCCDC, our investors or government agency, they will be promptly notified of such finding in writing.

Findings of fraud or other serious violations must be immediately referred, in writing to MDA and to the Director of the Quality Assurance Division in the HUD Center having jurisdiction. Findings discovered by employees during the normal course of business and by quality control staff during reviews/audits are reported to MDA and HUD within 60 days of the initial discovery.



### **Closeout Checklist**

A checklist will be utilized to keep track of closeout items that are completed. Any item(s) not being submitted during the closeout process that will be sent separately will include a detailed explanation.

### **Certificate of Completion**

All project activities undertaken will be listed, and TCCDC will certify they have been carried out in accordance with the program contract with MDA. Certification is intended to ensure that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in excess of the amount stated in the document, which requires the project to report all budgeted AWARD funds and other funds. We are also required to list the actual payment of all AWARD funds and other funds that were used for a specific sub-activity. In essence this form will capture budget versus actual cost data.

### **Performance Certification Report**

TCCDC will list the planned and actual low-income beneficiaries to address National Policy Objectives.

### **Ethnic Beneficiary Information**

TCCDC will show the number of persons in its locality and number of persons who will directly benefit from its project.

### **Certification of Compliance**

Release: Release of the unexpended or unobligated balance of the award back to MDA, which will record the total amount paid to the project by MDA and actual expenditure, without rounding.

Inventory Certification: Section used to account for all items or materials and equipment furnished, purchased or acquired.

### **Inventory and Program Income**

TCCDC will prepare a document consisting of the following three main headings: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with HOME funds should be listed with the purchase price, use of the property and/or equipment, and date to be used. All program collected to date should be listed, including the activity, additional payments, and the use of the program income.



### **Final Request for Cash Consolidated Support Sheet**

TCCDC will complete and submit with the closeout package a Final RFC Consolidated Support Sheet with the actual final cost of the project including match/leveraged dollars. It must be marked "final."

### **Agreement Relative to Close Out of the MDA, HOME, CHDO Program**

TCCDC signing of the Agreement Relative to Close Out of the DRD Contract is a certification that the entire closeout document meets the individual requirements included in the closeout package. Further, the Agreement is an agreement between TCCDC and MDA that permits closeout of the project activities contingent on the promise that all funds will be audited before a final closeout will be issued.



## PROCUREMENT POLICIES AND PROCEDURES, AND RECORDKEEPING

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### PROCUREMENT POLICIES AND PROCEDURES, AND RECORDKEEPING

The following policies and procedures will be followed at all times when TCCDC is using federal funds to purchase supplies, property, equipment and services from an external source:

#### **Conflict of Interest Policy**

- A. TCCDC shall operate in accordance with 24 CFR 570.611 which states, the general standard that no TCCDC officer, employee, and/or agent will participate in the selection, award, and/or administration of any contract for equipment, materials, and supplies or consulting or professional services if a real or apparent conflict of interest would be involved. Such a conflict will arise when:

The employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ, any of the listed individuals and/or has a financial, or other interest in the firm or individual selected for award.

- B. TCCDC officers, employees, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

#### **General Contract Award Management Policy**

- A. TCCDC will conduct a cost or price analysis and document such analysis in the procurement files in conjunction with every procurement action.
- B. If a contract is competitively bid, TCCDC will enter into a contract with the successful bidder that specifies the services to be completed and payment terms.
- C. At a minimum, to adequately evaluate contractor, consultant, and supplier performance, TCCDC will evaluate each respective provider of goods and services performance at the completion of each contract. This evaluation will be utilized when making award decisions for future contracts. Evaluations may be conducted on a more frequent basis if deemed necessary.
- D. Procurement records and files will include the basis for contractor selection, justification for the lack of competition when competitive bids or offers are not obtained, and basis for award.





## Acquisition Procedures for Goods and Services

- A. The following procurement procedure applies to all purchases of goods and services, including equipment, materials, supplies and professional and consulting services.
- B. TCCDC will conduct all procurement transactions in a manner that maximizes free and open competition. Awards should be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. TCCDC reserves the right to reject any and all bids or offers, if deemed to be in its best interest and will maintain in its records the reason for rejecting the bid.
- C. TCCDC will make every effort to the best of their ability to utilize local area goods and services. RFQ's and RFP's will be placed into local area newspapers to obtain the services of local businesses.
- D. TCCDC may select from numerous methods of procurement, depending on the amount of the purchase as well as other considerations. All procurement shall be in compliance with Section 31-7-13, Mississippi Code of 1972.
- E. Request for Proposals will be utilized to procure the professional services of Architects, Surveyors, and Engineers. These services are to be evaluated on qualifications and cost can not be a factor in the initial selection process. TCCDC will notify the Mississippi Contract Procurement Center of all Requests for Proposals / qualifications. Copies of the RFP/RFQ will be emailed to [bids@mississippi.org](mailto:bids@mississippi.org) at the time of publication.

## Files and Records Management

TCCDC will retain records in an orderly fashion for time periods that comply with legal and governmental requirements and as needed for general business requirements.

This procedure applies to all business documentation generated by the organization. However, this does not necessarily cover internal or certain day-to-day business correspondence.

The Program Manager will be responsible for categorizing and maintaining a listing of records maintained and the location (i.e. by wall unit and shelf row number). Additionally, the Program Manager is responsible for overseeing the execution of company policy for Record Retention, Storage and Destruction of obsolete company records.

***See Attachment D for a list of the minimum required documents to be filed.***

## Record Retention and Long-Term Storage

Records will be retained for a 3-year period that starts on the day of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records will be retained until completion of the action and resolution of all issues which arise from it.



Storage of archived records will be maintained in the locked storage area of the building. Access to this area will be limited to the Controller, Officers of the Organization and the Program Manager.

The Program Manager will be responsible for categorizing and maintaining a listing of records maintained and the location (i.e. by wall unit and shelf row number).

## **Record Destruction**

Three to six months after each year-end, the Program Manager will proceed with destruction of all files that have exceeded their recognized holding period.

A listing of file categories to be destroyed will be circulated to all managers thirty days prior to destruction for review and comment. The actual listing of records destroyed will be maintained permanently for future reference.

## **Protest Policy**

It is not expected, but TCCDC concedes that disagreements over an award of a TCCDC contract, referred to as protests, may occasionally arise between TCCDC and an offeror. Typically, the protestor asserts that he/she should have received the contract award and alleges that TCCDC did not conduct the competition appropriately.

- A. **Responsibility.** TCCDC, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.
- B. **Written Protest Procedures.** Providing a formal, objective means for offerors to receive an unbiased hearing of their concerns is critical to preserving the integrity and confidence in TCCDC procurement operations. Therefore, TCCDC has written procedures for handling and resolving protests against their contract awards. The procedures include:
  1. **Designation of Protest Officials.**
    - a. The TCCDC employee responsible for receipt of protests is the Executive Director. This information will be included in written solicitations;
    - b. The TCCDC employee or a designee (e.g., an independent third party who can render an impartial opinion) who will decide the protest is the Executive Director; and
    - c. The official or third party who will hear any appeal of the initial protest decision is the Board of Directors.
  2. **Requirement for written protests.** Protestors are required to submit protests in writing, clearly stating the basis for their protest. Protests will include, at a minimum, the following information:



- a. Name, address, and phone number(s) of the protestor;
  - b. Solicitation number and project title;
  - c. A detailed statement of the basis for the protest;
  - d. Supporting evidence or documents to substantiate any arguments; and
  - e. The form of relief requested (e.g., reconsideration of their offer).
3. **Submission Time Period.** The time period during which a protest must be submitted is two weeks. Generally, the time period should begin on the date that the protestor has knowledge, or may be presumed to have knowledge, of the basis for his/her protest (e.g., the date the solicitation was issued, or the date he/she receives notification from TCCDC that his/her proposal did not win). The protest submission period must be stated in solicitations. Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.
4. **Remedial Action.** TCCDC procedures shall provide remedies when a protest is decided in favor of the protestor, and TCCDC must take appropriate action in accordance with those procedures.
5. **Emergencies or Unusual and Compelling Circumstances.** Contracts will remain in place despite a successful protest in cases of emergency or unusual and compelling need for the supplies or services. However, if TCCDC determines, based on compelling circumstances such as an emergency or serious disruption of TCCDC operations, that termination or re-solicitation would not be in the best interest of the project, TCCDC may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.
6. **Denials.** TCCDC protest procedures require the Contracting Officer to notify the protestor in writing of TCCDC decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with TCCDC protest procedures.
7. **Appeal Procedures.** TCCDC protest procedures provide for hearing appeals by unsuccessful protestors including, but not limited to: requirements for written appeals, designation of appeal official(s) and timeframes for submitting and resolving appeals. Appeals should contain a statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.
- C. **Documentation.** The Program Officer shall fully document the protest decision in writing in the contract file. Records will be maintained in accordance with HUD standards.



- D. **Informal Resolution Processes.** TCCDC will exercise every effort to resolve potential and actual protests outside of the formal protest process or litigation (e.g., through mediation).

### **Equal Opportunity**

TCCDC is strongly committed to the principles of equal opportunity and affirmative action in the recruitment, hiring and promotion of minorities and females. This commitment will be reflected in all recruitment and staffing activities. TCCDC agrees to comply with Executive Order 11246 and the regulations issued pursuant thereto, 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, and that contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employments, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training or apprenticeship.

### **Fair Housing**

The Fair Housing Act and related Civil Rights Acts and Presidentially-declared Executive Orders prohibit discrimination on the basis of race, color, religion, sex, age, national origin, familial status and disability. TCCDC enforces equal access to housing, guarantees equal opportunity in all HUD programs and prohibits discrimination, to a limited extent, in employment with respect to HUD programs. Explanations of the basic components of the Fair Housing Related Acts may be found at Title VIII of the Civil Rights Act of 1968.

- A. Contractors must display the poster entitled “Equal Housing Opportunity” published by HUD in both English (blue) and Spanish (yellow) in an obvious location at the work site.
- B. Contractors must display the poster entitled “Employment Opportunity is the Law,” in an obvious location at the work site.
- C. Contractors must report in writing any incidents of discrimination to the Executive Director of TCCDC, giving the name of the alleged perpetrator, the alleged victim, the facts surrounding the discrimination including dates, and the name and address of the person making the incident report.
- D. All incident reports will be investigated and handled in accordance with the protocol and procedure for affirmatively furthering fair housing, guaranteeing equal opportunity, and enforcing non-discrimination in employment (to a limited extent).

### **Section 3 Compliance**

Section 3 is part of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 as amended), requires that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low income persons in the project area, particularly those who are recipients of government assistance



for housing (see 24 CFR 570.607(b)). TCCDC agrees to comply with all Section 3 Requirements and have specifically outlined the following actions to be taken:

- Contractors, to the greatest extent feasible, must give opportunities for job training and employment to lower income residents of the Section 3 area.
- Contractors, to the greatest extent feasible, must award contracts for work to eligible business concerns that are located in, or owned in substantial part, by persons residing in Section 3 area.
- Contractor must maintain records, including copies of correspondence, as evidence of Section 3 compliance.

**A. Prior to Construction**

1. Contractor must adopt a Section 3 Plan
2. Contractor must include the Section 3 Clause in all sub-contracts (whether Section 3 or non-Section 3 businesses).

**B. During Construction**

1. If contractor and its subcontractors have openings for employment and/or training, contractor and its subcontractors must recruit lower income persons from within the project area via advertising in the local media, posting of posters at common areas of government-assisted housing, and posting of posters at City Hall.
2. If contractor and its subcontractors have openings for employment and/or training, contractor and its subcontractors must include Section 3 resident certification application in the interview process and maintain a list of all lower income residents who have applied, whether employed or not.
3. If contractor and its subcontractors do NOT have openings for employment and/or training, then the contractor and its subcontractors must provide written documentation that no such openings exist.

**Promotion of the Use of Minority/Female Businesses**

In accordance with federal policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) as set forth in Public Law 95-507, Executive Order 11625, Executive Order 12138 and Executive Order 12432, CCD will solicit at least two (2) minority/women owned businesses by certified mail and allow them the opportunity to submit a proposal, qualifications or a bid to provide any service needed. Proper records of these solicitations will be maintained by TCCDC.

If subcontractors are to be awarded, the Contractor must take affirmative steps to assure that minority and women’s business enterprises are used when possible. The Project Administrator will



request documentation from the Contractor that it adhered to the affirmative steps listed below or provide justification as to why the following steps were not taken:

1. Placing qualified minority and women's business enterprises on solicitation lists.
2. Assuring that minority and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by minority and women's business enterprises.

### **Local Area Business**

TCCDC will make every effort to the best of their ability to utilize local area goods and services. RFQ's and RFP's will be placed into local area newspapers to obtain the services of local businesses.

### **Property/Equipment Standards**

When purchasing property (both real property and equipment), the following procedures will be followed:

- A. Title to all property purchased with federal funds is subject to MDA requiring that it vest with MDA.
- B. Property records will be kept showing the general name of the property, identification number, original cost, and depreciated value. These records will be reviewed and necessary revisions made on an annual basis at the end of TCCDC.
- C. TCCDC will provide the equivalent insurance coverage for real property and equipment regardless of how the property was acquired by the organization.
- D. Equipment purchased, with a purchase price in excess of \$5,000, with federal funds is generally considered the property of the federal government and must be disposed of through a set procedure. When disposing of equipment with an acquisition cost in excess of \$5,000, TCCDC will follow the respective funding program's disposal regulations.

### **Federal Debarment Standard**

When purchasing goods and services through the utilization of federal funding, TCCDC will ensure that the contract awardee is not debarred or suspended from doing business with the federal government nor delinquent in a debt to the United States as defined in OMB Circular A-129. Before a contract is awarded, staff from TCCDC will consult the Federal Government's General Services Administration ("GSA")'s "List of Parties Excluded from Federal Procurement or Non-



procurement Programs". Written notice that the contractor is not listed on this list should be received from GSA before a contract is awarded.



## CONSTRUCTION POLICY AND PROCEDURE

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### Construction Safety Policy

TCCDC requires all employees and contractors to comply with the safety and health standards issued by The Occupational Safety and Health Act of 1970 (OSHA), as well as with other regulations issued by OSHA. In addition, the Act includes a “general duty clause,” which applies to hazards not addressed by any specific OSHA standard. The general duty clause requires employers to provide their employees with a workplace that is free from recognized hazards that are causing or likely to cause death or serious physical harm.

Any and all safety issues and/or incidents will be handled directly and promptly by the designated personnel (i.e. General Contractor) in accordance with the standards of the Occupational Health and Safety Act of 1970.

### Construction Contracts

#### Submittal of Proposals for a Construction Contract

**BID GUARANTEE:** Proposals shall be submitted with Proposal Security in the form of Certified Check or acceptable Bid Bond in an amount equal to at least five percent (5%) of the base bid; such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal. The Bid Bond, if used, shall be payable to the Owner. Bonds on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project. Bids must be firm for a period of forty-five (45) days after the scheduled time of opening.

**PERFORMANCE-PAYMENT BOND:** A 100% Performance-Payment Bond issued by a surety company authorized to do business in the State of Mississippi will be required within ten (10) days after the successful bidder has been notified of the award of the contract.

Subcontractors, under written agreement will adhere to all HUD regulations as they pertain to the project. The construction contract with the General contractor will be monitored by the TCCDC Program Manager to ensure compliance with all applicable laws and regulations. All contracts below the level of the general contractor will be monitored by the General Contractor to ensure compliance with all applicable laws and regulations as they pertain to the project.

### Davis Bacon

TCCDC will comply with Section 110 of the Housing and community Development Act of 1974 (42 U.S.C. §§ 5301, *et seq.*), as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Housing and Community Development Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. (40 U.S.C. §§ 3141, *et seq.*), as amended, and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701, *et seq.*) as amended.





## **Procedure for maintaining records/data on employment in each operating unit**

TCCDC will maintain records on employment in each of TCCDC operating units funded in whole or in part with HOME funds. This data will be maintained for the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form. TCCDC will also maintain documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in each of its operating units funded in whole or in part by HOME Funds.

## **Building Standards**

All building construction shall comply with the applicable codes and standards approved by the 2003 International code council or to locally adopted codes, whichever are more stringent.

## **Labor Standards Record Keeping Policy**

TCCDC will adhere to the labor standards, if applicable, and record keeping requirements that are required to comply with Federal mandates and guidelines established by the Mississippi Development Authority. The following is a list of documents, if applicable, that TCCDC will retain during the project and for a minimum of three years from the closeout of the project:

- Request for Wage Determination form,
- Memo to file concerning update of wage rates,
- Copy of applicable wage rate,
- Contractor/subcontractor eligibility,
- Notice of Contract Awarded and Pre-construction Conference,
- Pre-construction Conference minutes and roster,
- Notice to Proceed,
- Notice of start of construction,
- Weekly payrolls

## **Payrolls**

All Payrolls received by TCCDC from Contractors and/or Subcontractors will require the following components be verified before TCCDC will verify that the information presented is true and correct.

**Weekly payrolls must be completed (front and back) and signed with an original signature of an owner or officer of the firm. A principal of the firm may submit a letter of authorization listing other individuals who may sign the payroll reports.**

Each SUBCONTRACTOR will prepare payrolls beginning with the first week it performs work on the site. Payrolls will be submitted through the GENERAL CONTRACTOR in single copy only.



Payrolls must be numbered sequentially starting with “1” and the last payroll clearly marked “FINAL.”

- Each week the general contractor will submit a weekly report of subcontractors on the job site. This should be prepared and signed by the superintendent.
- The general contractor is responsible for the review, verification, and timely submission of its payrolls as well as all subcontractors’ payrolls. All submissions will be routed through the general contractor.
- **VIOLATIONS:** When any violation of labor standards requirements results in an underpayment of wages to employees, the local agency administering the construction contract shall take necessary action.
- Only an amount necessary to ensure payment of back wages and/or liquidated damages shall be withheld.
- If it is necessary to estimate such an amount, every action shall be taken to promptly determine an exact amount and to return any excess to the contractor.
- Payrolls and basic records pertaining to the project shall be maintained during the course of the work and preserved for a period of three years thereafter.

**The general contractor is fully responsible for Labor Standards Compliance by its subcontractors.**

**POSTING:** TCCDC should ensure that the wage determinations and Department of Labor Poster WH 1321 are posted by the contractor at the site of work in a prominent and accessible place where they can be read by the workers.



## ADDITIONAL PROVISION FOR THE ADMINISTRATION OF FEDERAL FUNDING

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### **Special Provisions and Regulations Stipulated by the HOME Program**

TCCDC will comply with any and all Special Provisions as required by MDA and HUD throughout the administration of the project. These provision may include:

**Access of MDA, State of Mississippi, HUD and Others to Project Records.** TCCDC agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions, access to any books, documents, papers and records of TCCDC which are directly pertinent to the Project and the use of the HOME Funds.

**Records.** TCCDC shall maintain all records required by the Federal regulations specified in 24 C.F.R. 570.506 that are pertinent to the Project to be funded under this Contract. Such records shall include but are not limited to the following:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, as set forth by HUD regulations;

Records required to determine the eligibility of activities;

Records required to document the acquisition, improvement use or disposition of real property acquired or improved with KCDBG Funds;

Records documenting compliance with the equal opportunity components of the CDBG program;

Financial records as required by 24 C.F.R. 570.502 and 24 C.F.R. 84.21-28; and

Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

All records required to be kept on the Project shall be maintained for at least three (3) years after final payments and until all other pending matters related to the Project are closed (hereinafter the "Record Retention Period").

**Health and Safety Standards.** TCCDC and subcontractors, agents or employees of TCCDC agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701, *et seq.*), as amended. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market or contracts for transportation.



**Environmental Compliance.** TCCDC shall comply with applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and Environmental Protection Agency (hereinafter “EPA”) regulations, which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to MDA and the U.S. EPA Assistant Administrator for Enforcement. This section also applies to all subcontracts in excess of One Hundred Thousand Dollars (\$100,000.00).

**Energy Efficiency.** TCCDC and its subcontractors, agents and employees shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6201, *et seq.*).

**Personnel.** TCCDC represents that it has, or will secure at its own expense, all personnel required in performing the Services. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the Services shall be performed by TCCDC or under its supervision, and all personnel engaged in the Project shall be fully qualified and shall be authorized or permitted under Federal, State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed to work on the Project.

**Anti-Kickback Rules.** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act (41 U.S.C. §§ 51, *et seq.*; 18 U.S.C. § 874; and 40 U.S.C. § 267c). TCCDC shall comply with all applicable Anti-Kickback regulations and shall insert appropriate provisions in all subcontracts covering the Project to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**Withholding of Salaries.** If, in the performance of this Contract, there is any underpayment of salaries by TCCDC or by any subcontractors working on this Project, MDA shall withhold from TCCDC out of payment due to it an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of TCCDC or subcontractor to the respective employees to whom they are due.

**Claims and Disputes Pertaining to Salary Rates.** Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by TCCDC to MDA for MDA’s decision which shall be final with respect thereto.



**Equal Employment Opportunity.** During the performance of the Contract, TCCDC agrees to comply with Executive Order 11246 and the regulations issued pursuant thereto, 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, and that contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employments, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training or apprenticeship.

**Anti-Discrimination Clauses.** TCCDC will comply with the following clauses:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e, *et seq.*) as amended, and the regulations issued pursuant thereto (24 C.F.R. Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which TCCDC receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to TCCDC, this assurance shall obligate TCCDC, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 2000d, *et seq.*), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and

Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance, Section 109 of the Housing and Community Development Act of 1974, (42 U.S.C. §§ 5301, *et seq.*) as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Housing and Community Development Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 796), as amended, shall also apply to any such program or activity.

### **Section 3 Clause.**

The Services to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. § 1701u), as amended. 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.



The Parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of the 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.

TCCDC agrees to send to each labor organization or representative of workers with which TCCDC has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of TCCDC's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the Project 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, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

TCCDC agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 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 C.F.R. Part 135. TCCDC will not subcontract with any subcontractor where TCCDC has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

TCCDC will certify that any vacant employment positions, including training positions, that are filled (1) after TCCDC is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent TCCDC's obligations under 24 C.F.R. Part 135.

Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD-assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with this Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Discrimination Because of Certain Labor Matters.** No person employed on the Project shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

**Compliance with State and Local Laws.** TCCDC shall comply with all applicable laws, regulations, ordinances, and codes of the State and local governments, as now existing and as may be amended or modified, and shall commit no trespass on any public or private property in performing any of the work of the Project.



**Subcontracting.** None of the Services shall be subcontracted without prior written consent of MDA. No such approval by MDA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDA in addition to the total amount of KCDBG Funds agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that MDA may deem necessary. TCCDC must provide a copy of this Contract to all subcontractors and provide MDA with a written acknowledgement from each that they have received a copy of the Contract and agree to comply with all of its terms in performing the Services. TCCDC shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

TCCDC shall be as fully responsible to MDA for the acts and omissions of its subcontractors as for persons either directly or indirectly employed by TCCDC.

**Interest of Members of Local Public Agency and Others.** TCCDC agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business or other tie.

TCCDC will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

TCCDC will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribe a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

**Interest of Certain Federal Officers.** No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be assigned any share or part of this Contract or to any benefit to arise therefrom.

**Interest of TCCDC.** TCCDC covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any other interest which would conflict in any manner or degree with the performance of the Services. TCCDC further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**Political Activity.** TCCDC will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 *et seq.*), as amended, which limits the political activity of employees.



**Davis-Bacon Act Requirements.** TCCDC will comply with Section 110 of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301, *et seq.*), as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Housing and Community Development Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, (40 U.S.C. §§ 3141, *et seq.*), as amended, and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701, *et seq.*), as amended. However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

**Uniform Act Requirements.** TCCDC will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601, *et seq.*) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 C.F.R. Part 570.

**Lead-Based Paint Requirements.** TCCDC will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

**Compliance with Office of Management and Budget.** The parties agree to comply with the regulations, policies, guidelines and requirements of the Office of Management and Budget (hereinafter “OMB”) as they relate to the use of Federal funds under this Contract, including but not limited to Circular A-102.

**Flood Insurance Purchase Requirements.** TCCDC agrees to comply with the flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, approved December 31, 1976. Section 102 (42 U.S.C. § 4012a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of HUD as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant or any other form of direct or indirect Federal assistance.

**Historic Preservation.** Both parties agree to assist HUD in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. §§ 469a1, *et seq.*), as amended, by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (as defined in 36 C.F.R. Part 800) by the activity, and notifying HUD of the existence of any such properties, and by (b) complying with all requirements established by HUD and MDA to avoid or mitigate adverse effects upon such properties.

**Program Monitoring.** TCCDC agrees to assist and cooperate with HUD and MDA or their duly designated representatives in the monitoring of the Project, and to provide in form and manner





approved by MDA such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

**Discrimination Due to Beliefs.** No person with responsibilities in operation of the Project will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**Confidential Findings.** All of the reports, information and data prepared or assembled by TCCDC under this Contract are confidential, and TCCDC agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

**Subcontracts.** TCCDC shall include in all subcontracts related to the Project the following:

Each such subcontractor keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of KCDBG Funds; and

Any duly authorized representative of MDA, HUD, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such subcontractor until the completion of all close-out procedures respecting this Contract the final settlement and conclusion of all issues arising out of this Contract.

**Architectural Barriers Act and Americans with Disabilities with Act.** TCCDC will comply with the Architectural Barriers Act (42 U.S.C. §§ 4151, *et seq.*), as amended, and the Americans with Disabilities Act (42 U.S.C. §§ 12101, *et seq.*), as amended, as described in 24 C.F.R. 570.487 (e) and 24 C.F.R. 570.614.

**Environmental.** TCCDC will:

Comply with Section 104(f) of the Housing and Community Development Act of 1974, (42 U.S.C. §§ 5301, *et seq.*), as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321, *et seq.*), as amended, (hereinafter "NEPA") and other provisions of law which further the purposes of the NEPA. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 C.F.R. Part 58;

Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of HUD pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 C.F.R. Part 58;

In connection with its performance of environmental assessments under NEPA of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. §§ 469 a-1, *et seq.*), as amended, by:



Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties; and

Comply with Executive Order Number 12898, issued February 11, 1994, by:

Focusing attention on the environment and health conditions in minority and low-income communities; and

Fostering non-discrimination in Federal programs that substantially affect human health and the environment; and

Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

**Uniform Relocation.** TCCDC will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601, *et seq.*), as amended, and Federal implementing regulations at 49 C.F.R. Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d) of the Act).

**Code of Standards of Conduct.** TCCDC will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 C.F.R. Part 85.36. (See Attachment E).

**Use of Influence.** The chief executive officer certifies, to the best of his knowledge and belief, that:

No Federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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



TCCDC shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.



**ATTACHMENT A      HOUSING INCOME CALCULATION FORM**

**ATTACHMENT B      THIRD PARTY VERIFICATION OR SOURCE  
DOCUMENTATION**

**ATTACHMENT C      SELF-CERTIFICATION OR UNDOCUMENTED INCOME**

**ATTACHMENT D      CERTIFICATION OF NO INCOME**

**ATTACHMENT E      STANDARDS OF CONDUCTION RESOLUTION**

**ATTACHMENT F      ORGANIZATIONAL STRUCTURE**



**ATTACHMENT A  
HOUSING INCOME CALCULATION FORM**

**HOUSING PROGRAM INCOME CALCULATION FORM INSTRUCTIONS**

**(Using the IRS 1040 Definition of Income)**

**General Instructions**

Use this form to calculate the annual household income to determine eligibility of households. Calculate the income of each adult household member (over 18 years of age) and document the amounts entered. Attach all supporting documentation to the form and file.

**Special Instructions**

- Line 1 income should typically match the amount on the household member's most recent W-2 form. The following types of income must also be included in the total on Line 1: wage received as a household employee where a W-2 was not provided; and tip income not reported to an employer.
- Line 2 income should include taxable interest from banks, savings and loan associations, money market certifications, credit unions, savings bonds, etc. Do not include tax-exempt interest such as that from municipal bonds.
- Line 3 income should include other income as shown in inclusions.



Household Member(s) (Adults 18 years of age or older)	Type of Income to be Included in Calculation	Annual Amount
Member 1: _____ (fill in name)	Line 1: Total Wages, Salaries, and tips Line 2: Taxable Interest  Line 3: Other income as shown in inclusions <b>Subtotal (add lines 1, 2, and 3)</b>	\$ _____ \$ _____ \$ _____ \$ _____
Member 2: _____ (fill in name)	Line 1: Total Wages, Salaries, and tips Line 2: Taxable Interest  Line 3: Other income as shown in inclusions <b>Subtotal (add lines 1, 2, and 3)</b>	\$ _____ \$ _____ \$ _____ \$ _____
Member 3: _____ (fill in name)	Line 1: Total Wages, Salaries, and tips Line 2: Taxable Interest  Line 3: Other income as shown in inclusions <b>Subtotal (add lines 1, 2, and 3)</b>	\$ _____ \$ _____ \$ _____ \$ _____
<b>TOTAL</b> (Add all subtotals from all household members. Use additional forms if there are more than 4 household members.)		\$ _____

*Attach all supporting documentation (tax forms or verification of non-filing, wage statements, interest statements, unemployment benefit statements, etc.) to this form.*

**WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.



## ATTACHEMENT B

### THIRD PARTY VERIFICATION OR SOURCE DOCUMENTATION

SOURCE OF INCOME	THIRD PARTY WRITTEN
Employment	(3) Pay stubs, earning statements, and/or W2 from identifying employee and period of time covered by employment or tax returns.
Self-Employment	Certified IRS Form 1040 showing amount earned and employment period.
Full time student status	School identification card or school records specifying and indicating full-time status
Dependent Children Age Relationship	Income tax returns Support payment records Marriage certificates Social Security records Birth certificates VA records Divorce records
Income Maintenance, Payments, Benefits, income other than earnings (including social security, unemployment, etc)	Award letter signed by Agency <b>Bank statements are NOT valid forms of income verification because they do not reflect gross income</b>
Alimony	Copy of payment records furnished by court, signed and dated, showing amount received Copy of divorce decree showing amount of support and type of payment schedule
Disability	Social Security Administration documentation



**ATTACHEMENT C  
SELF-CERTIFICATION OR UNDOCUMENTED INCOME**

**Applicant Name:** \_\_\_\_\_

**Applicant ID:** \_\_\_\_\_

*This form is to be used primarily in those instances when a member of the applicant's household is unable to provide documents supporting the report income. This may happen when a self-employed person operates on a cash basis (such as babysitters, small chores). These individuals should first be asked to provide any documentation they have (e.g. quarterly estimated taxes submitted to IRS or income tax return if it is reflective of current income). If no documentation is available, the applicant should provide the information below and verify its accuracy. The undocumented income reported on this form must represent current gross income source(s).*

Household Member: \_\_\_\_\_

Pay Rate \_\_\_\_\_

Pay Schedule \_\_\_\_\_

Explain the applicant's occupation and supporting information as to why no income documentation is available.

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Household Member: \_\_\_\_\_

Pay Rate \_\_\_\_\_

Pay Schedule \_\_\_\_\_

Explain the applicant's occupation and supporting information as to why no income documentation is available.

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According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide the necessary documentation if request to do so.

Applicant ID#: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHEMNT D  
CERTIFICATION OF NO INCOME**

**Applicant Name:** \_\_\_\_\_

**Applicant ID:** \_\_\_\_\_

*This form is to be used when an applicant's household has NO income to report. If one or more members of the household have income to report, then this form does not need to be completed.*

I/we, \_\_\_\_\_, hereby certify that my/our household has \$0.00 income. My/our household does not receive income from any of the following sources:

- Earned income (wages, tips, salary, bonus, commissions)
- Retirement and pension income
- Alimony
- Social Security (including SSI)
- Temporary Assistance to Need Families (TANF)
- Other public assistance
- Unemployment
- Net income from Self-Employment or a business

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide the necessary documentation if request to do so.

Applicant ID: \_\_\_\_\_

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

Date: \_\_\_\_\_

Applicant ID: \_\_\_\_\_

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

Date: \_\_\_\_\_



## ATTACHMENT D REQUIRED DOCUMENTS

**Program:** Community Housing Development Organization

**Sub-recipient Name:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

### APPLICATION

- Full application as submitted to State
- Additional information submitted

### CONTRACT

- Award letter
- Executed contract
- Correspondence concerning contract conditions
- Contract modifications and letters of approval

### GENERAL CORRESPONDENCE

- General correspondence
- State-generated general correspondence/memorandums

### STATE MONITORING

- State reports of the results of monitoring reviews/ recommendations
- Sub-recipient's response to State monitoring reports
- Other correspondence related to State monitoring visits

### ENVIRONMENTAL REVIEW RECORD

- Copy of "Environmental Review Record" as submitted to DRD
- "Request for Removal of Contract Conditions and Release of Funds" and
- Certification signed by certifying officer
- Documentation of the 8-step process
- Notice of "Removal of Contract Conditions and Release of Funds"
- Copies of notices disseminated
- Finding of Categorical Exclusion (if applicable)
- Finding of Exemption



## FINANCIAL MANAGEMENT

- Copy of completed IRS W-9 form
- Documentation of PayMode enrollment
- "Authorized Signature Form"
- "Requests for Cash" and Support Sheets
- General ledger and disbursements journal (Example included in Exhibits)
- Invoices, pay estimates, receipts of payments for program costs
- Documentation of "In-Kind" expenditures (if applicable)
- Documentation to support cash contributions (if applicable)
- Documentation of agency representative's and/or staff's surety bond(s)

## PROCUREMENT

- Proofs of Publication of Requests for proposals/bids
- Proof of Solicitations for proposals/bids
- Proposals/bids received
- Evaluations of proposals/bids received
- Written statements of acceptance of proposals/bids
- Executed contracts for each service required \*NOTE: All contracts must contain both the provisions listed in 24 CFR 85.36 and Katrina provisions
- Copies of written notification of procurement Requests for Proposals to the Mississippi Contract Procurement Center
- Modification letters to the winning and losing bidders

## ACQUISITION

- Master list of easements
- Individual easement/property files (required for donations and/or purchases)
- Disposition of property (if applicable)
- Copy of "Preliminary Acquisition Notice" indicating the booklet was provided to the property owner
- Registered/Certified Mail receipts or receipt for hand-delivered notices
- "Invitation to Accompany Appraiser"
- Copy of appraisal (if applicable)
- Review of Appraiser's Report
- Copy of "Statement for the Basis of Determination of Just Compensation"
- "Written Offer to Purchase" (if applicable)
- Justification for any payment above just compensation value
- Documentation concerning condemnation proceedings (if applicable)
- "Statement of Settlement Cost"
- "Offer of Sale of Land"
- "Waiver of Rights"
- "Notice of Intent Not to Acquire"
- Copy of "Easement Agreement" or title to property (as applicable)



## LABOR STANDARDS COMPLIANCE

- Wage Rate Request
- Memo to file concerning update of wage rates
- Copy of applicable wage rate
- Contractor/subcontractor eligibility
- Notice of Contract Award and Pre-construction Conference
- Pre-construction Conference minutes and roster
- Notice to Proceed
- Notice of start of construction
- Weekly payrolls
- Evidence that payrolls were checked against the wage decision
- Statement of Compliance signed by an officer of the company
- Employee interviews
- Evidence that posters were on job site

If discrepancies occur:

- Evidence of restitution/resolution of identified discrepancies
- Any complaints from workers (if any) and actions taken
- Liquidated damages assessed, appeals (if applicable), and outcome

## AUDITS

- Audit for each year included in grant period
- Evidence



**ATTACHMENT E  
CODE OF STANDARDS OF CONDUCT**

**(Tunica County Community Development Coalition, Inc.)**

On this, the 20th day of March 2009, the above named sub-recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36 (3) or 84.42, Section 92.356 of the Final Rule for Home Investment in Affordable Housing (whichever applies) and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sub-recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-recipients' agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the sub-recipient's officers, employees, or agents, or by contractors or subcontractors or their agents.

Be it further resolved that Tunica County Community Development Coalition, Inc., shall comply with the applicable requirements set forth in 24 CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122 or A-21 or A-133, and all relevant DRD Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned sub-recipient.

\_\_\_\_\_  
Signature of Chief Executive Officer

Witness: \_\_\_\_\_



Affidavit of Low-Income Board Representation

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_ hereby certify that the individuals identified in the attached exhibit are residents of a low income neighborhood, other low-income community resident, or elected representative of a low income neighborhood organization and is an active member of the Board of Directors of \_\_\_\_\_, a non-profit corporation. "Low income" is defined as households whose annual incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.**

**Affiant:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Subscribed and sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ **[name]**, \_\_\_\_\_ **[title]**

of \_\_\_\_\_, a nonprofit corporation on behalf of said corporation.

\_\_\_\_\_  
**My commission expires:** \_\_\_\_\_ **Notary Public, State of Mississippi.**



## FORMAL PROCESS FOR LOW-INCOME PUBLIC INPUT POLICY

Tunica County Community Development Coalition, Inc. (TCCDC) will provide a formal process for low-income beneficiaries to advise the organization. The process will include beneficiary input in the design, siting, development, and management the affordable housing the organization participates in developing or owning.

TCCDC at a minimum will implement the formal process for public input by holding neighborhood advisory meetings at least bi-annually. Also, the organization will make the community aware of any housing developments it undertakes through broadcast media, flyers, contacts with a broad array of social service agencies, and newspaper articles. It will also accept public comment at all times via telephone, mail, e-mail, and other forms of communication. Comment may be directed to the organization's Executive Director, James E. Dunn, via regular mail at Post Office Box 1402, 1097 Antioch Street, Tunica, Mississippi 38676, or by telephone at 662-363-5990 or by e-mail at [jdunn@tc-cdc.com](mailto:jdunn@tc-cdc.com).

