

REQUEST FOR PROPOSALS (RFP)

RFP #26-006 for

EXTERNAL AUDIT SERVICES

Pinellas County Housing Authority
11479 Ulmerton Road
Largo, FL 33778

MILESTONE	DATE / TIME
Issue Date	June 15, 2026
Deadline for Questions	July 06, 2026, by 2:00 p.m. EST
Deadline for Answers	July 07, 2026
Submission Deadline	July 16, 2026, by 2:00 p.m. EST
Interview Date (if needed)	July 23, 2026

SUBMISSION ADDRESS

Submit electronically to: Mle@pinellashousing.com
Email subject line: "RFP #26-006 External Audit Services"

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EXHIBITS

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Exhibit D	Conflict of Interest Certification
Exhibit E	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Exhibit F	Provider’s Certification of Authorization to Execute Bid/Contract on Behalf of Company
Exhibit G	Non-Collusive Affidavit of Provider/Sub-Provider
Exhibit H	Form HUD 5369-B, Instructions to Offerors, Non-Construction
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I. INTRODUCTION AND INVITATION

The Pinellas County Housing Authority (PCHA) is seeking proposals from qualified firms to provide external audit services.

Proposal Submission

Firms must submit one (1) electronic proposal, which must be emailed to **Mr. Minh Le** at Mle@pinellashousing.com and must be received no later than **2:00 P.M., EST on July 16, 2026**. The subject of the email should state "RFP #26-006 External Audit Services." Proposals received after the specified date and time will not be accepted. All proposals submitted will receive an email receipt confirmation within one (1) hour of submittal.

Questions and Addenda

Any questions pertaining to this RFP must be emailed to Mle@pinellashousing.com no later than 2:00 P.M., EST on June 22, 2026. All addenda and questions and answers will be published on PCHA's website and on the Housing Agency Marketplace:

- https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php
- <https://ha.internationaleprocurement.com/>

IMPORTANT NOTICE: The PCHA reserves the right to request additional information and/or submission of documents concerning any and/or all proposals submitted. A request for additional information will be emailed to the firm within 48 hours of the deadline established by PCHA for submission of additional information. **Firms are strongly encouraged to be prepared to respond.**

Proposals shall be prepared in accordance with instructions contained within this RFP and shall remain valid for 90 days. PCHA reserves the right to reject any or all proposals if such action is in the best interest of PCHA and to waive any and/or all informalities and minor irregularities. PCHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.

This solicitation and all related documents (addenda, notices of decisions, etc.) are posted on PCHA's website:

https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php

and the Housing Agency Marketplace: <https://ha.internationaleprocurement.com/>. Firms are responsible for checking PCHA's website for addenda and updates to this solicitation.

II. BACKGROUND

The Pinellas County Housing Authority (PCHA) is a body, corporate and politic, established by the State of Florida pursuant to Chapter 421, Florida Statutes. PCHA is subject to all State, County, and City ordinances and regulations. PCHA's mission is to *"provide quality, affordable housing and improve the lives of residents."*

PCHA owns, manages, and maintains two (2) public housing developments for a total of 146 public housing units, and owns and/or manages 13 affordable housing developments for a grand total of 1,929 owned housing units. PCHA's public housing and affordable housing properties are managed by PCHA. PCHA administers approximately 3,895 (as of March 2026) Section 8 Housing Choice Vouchers, including a Section 8 Voucher Homeownership Program, although not all of them are currently utilized.

PCHA receives funding from the United States Department of Housing and Urban Development (HUD) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate housing developments. In addition, PCHA administers several programs funded and regulated by HUD, including conventional, rental assistance, and community development components. It is the goal of PCHA to maintain high performer status in any subsequent scoring program.

A. Overview of Project

Palm Lake Village Housing Corporation (PLVHC)

A non-profit corporation established to assist lower-income residents in Pinellas County. Incorporated on July 7, 1986, to provide housing opportunities to residents age 55 and over. The Board of Commissioners serves as Directors of the corporation. PLVHC is made up of six (6) entities and has total assets of \$35,008,655 for the Fiscal Year End (FYE) 12/31/2025. A separate audit is required on five (5) of the (6) entities, which are due April 30.

Business Activities

The PCHA owns and/or manages eight (8) affordable housing projects: Palms of Pinellas, Pinellas Housing Management, PCHA Development, East Lake Club Apartments, Corporate Office, Redwood Apartments, Lake Seminole, and Outparcel Property. Additionally, PCHA owns the building in which the Central Administrative offices are housed. The Central Office is part of the audit and has assets totaling \$2,642,433 as of 12/31/2025, located at 11479 Ulmerton Road, Largo, FL 33778. The business activities described above have total assets of \$43,298,067 as of 12/31/2025. A separate audit is due for Palms of Pinellas by April 30.

Tax Credit Properties

PCHA manages and is the general partner of four (4) tax credit properties:

- Heritage Oaks LLLP – total assets of \$25,255,500 as of 12/31/2025
- Pinellas Heights LLLP – total assets of \$16,040,531 as of 12/31/2025
- Landings at Cross Bayou LLLP – total assets of \$18,399,003 as of 12/31/2025
- Valor Preserve LLLP – total assets of \$25,738,525 as of 12/31/2025

Separate audit and tax returns are required on each tax credit property. Heritage Oaks and Landings at Cross Bayou have a fiscal year end of September 30, whereas Valor Preserve and Pinellas Heights has a fiscal year end of December 31.

Component Entities

PCHA has nine (9) additional component entities, of which four are the general partners of the tax credit properties. Total assets of these entities as of 12/31/2025 are \$16,403,652. Tax returns are due on each component entity. There is a possibility that during the engagement period there could be additional audits and tax returns for tax credit properties. Please refer to Exhibit L – PCHA Entity Matrix for a complete listing of current entities and their requirements for audits and/or returns.

Federal Programs

The Authority currently administers two (2) Asset Management Projects (AMPs) under its Public Housing Program and also administers several HUD-funded programs, including the Housing Choice Voucher (HCV) Program, Emergency Housing Voucher (EHV) Program, Family Self-Sufficiency (FSS) Program, FSS escrow/forfeiture accounts, and Norton Apartments, a HUD-assisted property operating under Section 8/Project-Based Rental Assistance requirements. These programs have total assets of \$25,783,431 as of 12/31/2025. These funds are from HUD and are used to maintain and modernize the public housing and voucher communities.

Administration

PCHA has approximately 80 staff members and total assets of \$193,240,606. The last financial audit was conducted for FYE 12/31/2024. There were no financial or program compliance audit findings.

Other

The Auditor will be responsible for submitting and performing attestation electronically to REAC (Audited Financials) within nine (9) months of FYE to meet HUD requirements.

B. Audit Schedule and Contract Term

The audit shall begin no earlier than March 16th and no later than April 15th for each year. The audit shall be completed within seven (7) months of FYE. The term of the contract will be five (5) years.

C. Conference Requirements

An audit entrance conference will be held prior to the start of the audit with key management staff of PCHA to establish the contact persons, information required, and schedules. The same parties will meet for an exit interview at the close of the audit.

D. Presentation of Audit Reports

The audit firm will be requested to make a presentation to the Board of Commissioners at the next available Board meeting once the audit is completed, but in no event later than August 31st of each year. At least ten (10) copies of the final audit, related reports, and management letter must be provided, and sufficient copies must be sent directly to HUD by the audit firm.

E. Reports to the Board of Commissioners

In the event that the Auditor becomes aware of illegal acts, serious contract weaknesses, other material non-conformance, or other irregularities, prompt notice must be given to the Board of Commissioners Chairperson.

F. PHAS & SEMAP

The audit firm is required to review and report the Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) indicators and corresponding components and documentation during the fiscal year in accordance with HUD regulations.

G. Single Audit Requirements

If required, the Auditor shall perform a Single Audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200, Subpart F, as amended, and the applicable OMB Compliance Supplement.

The Auditor shall conduct the Single Audit in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (Yellow Book), and all applicable HUD requirements.

The Auditor shall prepare and issue all reports required under Uniform Guidance, including:

- Report on Compliance for Each Major Federal Program
- Report on Internal Control Over Compliance
- Schedule of Findings and Questioned Costs
- Any other required reports

The Auditor shall assist the Authority with the completion and timely submission of the Data Collection Form (SF-SAC) and all required reporting to the Federal Audit Clearinghouse (FAC).

H. Working Papers

The audit work papers and reports shall be retained for a minimum of five (5) years from the date of the audit report, unless the audit firm is notified in writing to extend the retention period or unless the HUD-required retention period is longer. Audit papers shall be made available to other parties as requested and/or approved by the Executive Director or Board of Commissioners.

III. STATEMENT OF WORK (SOW) – AUDIT REQUIREMENTS

1. The Auditor shall perform an audit of the Pinellas County Housing Authority’s financial statements for the fiscal year ending December 31, 2025, in accordance with:

- a. Generally Accepted Auditing Standards (GAAS);
- b. Government Auditing Standards issued by the Comptroller General of the United States (Yellow Book);
- c. The requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200, Subpart F, when applicable; and
- d. Applicable regulations, notices, and requirements of the U.S. Department of Housing and Urban Development (HUD).

The Auditor shall express an opinion on whether the financial statements of PCHA present fairly, in all material respects, the financial position, results of operations, and cash flows of the Authority in conformity with generally accepted accounting principles (GAAP).

The Auditor shall evaluate internal controls and compliance as required by Government Auditing Standards and Uniform Guidance, and report any significant deficiencies, material weaknesses, instances of noncompliance, and other matters required by applicable auditing standards.

2. The Auditor shall prepare and present a management letter to the Board of Commissioners and management identifying opportunities for improving internal controls, accounting procedures, operational efficiencies, compliance practices, and other matters considered appropriate by the Auditor.

3. The Auditor shall perform all compliance testing required by Government Auditing Standards, Uniform Guidance, and HUD requirements, and shall report any material instances of noncompliance with federal, state, or local laws, regulations, grant requirements, contracts, or HUD program requirements applicable to the Authority’s operations and programs.

4. The Auditor shall demonstrate knowledge of HUD regulations and reporting requirements applicable to public housing agencies, including Public Housing, Housing Choice Voucher, Capital Fund, and other HUD-assisted programs administered by the Authority.

5. The Auditor shall maintain independence throughout the engagement in accordance with Government Auditing Standards (Yellow Book), applicable AICPA standards, and all other applicable professional standards. The Auditor shall immediately disclose to PCHA any actual, potential, or perceived impairment of independence.

6. The Auditor shall prepare, review, and electronically submit all required audited financial information, including the Financial Data Schedule (FDS), auditor certifications, and related reporting through HUD’s designated reporting system within the timeframes established by HUD. The Auditor shall coordinate with Authority staff to ensure timely submission and acceptance of all required filings.

7. The Auditor shall prepare and file all federal, state, and local tax returns required for entities identified in Exhibit L – PCHA Entity Matrix, including affiliated nonprofit entities, component units, tax credit entities, and any other entities identified by PCHA during the contract term, as applicable.

8. Upon completion of each annual audit, the Auditor shall present the audit results, management letter, findings, recommendations, and related reports to the Board of Commissioners at a regularly scheduled Board meeting or other meeting designated by PCHA.

IV. REQUIREMENTS FOR PROPOSAL SUBMISSION

Firms must submit the following for the proposal to be considered complete. Proposals received without all required information may be rejected. Proposals must include, in the tab order as listed below and using forms attached hereto as necessary, the following information, exhibits, and schedules:

TAB 1 – General Information / Overall Firm Capabilities

Letter of Interest containing the following:

- Contact name, email address, and telephone number
- A brief understanding of the audit services to be performed
- A commitment to perform the work within the time specified
- A brief description of the services the firm performs
- A statement of the firm's qualifications regarding staff and computerized systems

Profile of the Firm including:

- Number of staff, broken down by category
- Brief description of the services the firm performs
- Statement of the firm's qualifications regarding staff and computerized systems
- Description of relevant PHA audit experience
- Description of relevant bond accounting experience

Firms must identify all Public Housing Authorities for which they have provided audit services during the past five (5) years and specify whether those engagements included Public Housing, Housing Choice Voucher, Capital Fund, Project-Based Section 8, Tax Credit Properties, Single Audits, and HUD FDS submissions.

- Documentation that the audit firm is independent and licensed to practice in the State of Florida.
- The firm must submit a copy of the two (2) most recent external quality control review reports indicating quality audit work.
- An affirmation that the account manager and/or senior partner assigned to perform the audit is a Certified Public Accountant with at least five (5) years of accounting experience and has worked with Housing Authorities.
- The proposal shall identify the engagement partner, audit manager, and other key personnel assigned to the audit. The Auditor shall provide adequate supervision of all audit staff throughout the engagement and shall maintain regular communication with Housing Authority management.

The audit manager or designated engagement lead shall participate in periodic status meetings with Housing Authority staff during the audit process and shall be readily available to address questions, concerns, and emerging issues. The engagement partner shall provide overall supervision and quality control of the engagement and shall be available to consult with Housing Authority management regarding significant audit matters, findings, or reporting issues.

The Auditor shall notify the Housing Authority in advance of any proposed changes to key engagement personnel assigned to the audit.

- An affirmation that the firm has no conflict of interest because of any other work performed.
- Evidence that the firm possesses adequate professional liability insurance.

A firm may be an individual or a business corporation, partnership, firm, joint venture, or other legal entity duly organized and authorized to do business in Florida, financially sound and able to provide the services being procured by this RFP.

If a firm has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its Proposal, and such information may be sufficient grounds for disqualification. If the selected firm fails to disclose such information and PCHA discovers it thereafter, then PCHA may terminate this procurement and/or the agreement immediately.

TAB 2 – Previous Experience / References

Firms must provide information about past clients for whom the firms provided the same or similar services. Firms must provide at least **three (3)** references demonstrating such experience, along with the name, title, email address, and telephone number of a contact person for each identified reference, to permit reference checks to be performed.

The identified party must have firsthand knowledge regarding the firm’s audit services. By providing the names, the firm agrees that the references may speak to PCHA freely and openly about the firm’s past performance without the threat of any repercussions. Firms are required to list any public housing authorities or their affiliates for which firms have provided audit services. Firms may also provide references from related service providers or agency personnel. Include a brief description of the firm’s business relationship with each listed reference.

- Firms must disclose all citations, sanctions, reprimands, criminal convictions, or criminal investigations that the firm has received in the past five (5) years from any governing body.

TAB 3 – Proposed Staffing Responsibilities and Qualifications

Provide qualifications of staff to be assigned to PCHA. Skills, position in the company, and years and types of experience will be considered. Firms must provide a resume and description of their relevant experience and industry-specific certifications. Discuss the firm’s approach to recruiting, evaluating, hiring, developing, training, and retaining skilled staff.

TAB 4 – Price Proposal / Financial Capacity

- Firms must complete and submit the “Fee Proposal Form” attached as **Exhibit A**.
- Firms must provide a current financial statement of the firm prepared by a Certified Public Accountant, along with the firm’s most recent audit (if any). The statement should show assets, liabilities, and net worth of the firm and should include information on all general partners, principal shareholders, or members. Any firm that desires this information to be kept confidential should provide it in a separate sealed envelope clearly marked **“CONFIDENTIAL INFORMATION.”**

TAB 5 – Required Submissions and Certifications

Firms must submit the following certifications and documents as exhibits:

EX.	DOCUMENT DESCRIPTION
A	Fee Proposal Form
B	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
C	Certification Regarding Lobbying
D	Conflict of Interest Certification
E	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
F	Provider’s Certification of Authorization to Execute Bid on Behalf of Company
G	Non-Collusive Affidavit of Provider/Sub-Provider
I	Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract

All proposals will be reviewed by PCHA. PCHA shall be the sole judge as to evaluation and ranking of proposals. Based on evaluation and ranking, interviews may be conducted with selected firms.

PCHA will assess the aspects of the proposals in the following manner:

EVALUATION FACTOR	POINTS
Overall Firm Capabilities (PHA/HUD Experience)	25
Key Personnel	15
Previous Experience and References	15
Firm Capacity	25
Price Proposal (Financial Capacity)	20
TOTAL POINTS	100
Presentation and Interview (Optional)	+50

Presentation and Interview (Optional – up to 50 Additional Points)

If deemed helpful, the Evaluation Committee may request firms to give a presentation of their proposal and answer questions. The Committee is not required to hold presentations or interviews but may request presentations and/or interviews of the top-ranked firms from the initial evaluation. Firms will be ranked on the quality of the presentation and/or interview up to a maximum of 50 additional points.

Any points awarded during the presentation and interview phase will be added to the firm’s existing cumulative points as per the other evaluation criteria described above, increasing the maximum total possible points to 150.

VI. REQUIREMENTS FOR FIRMS

Minimum Insurance Requirements

Upon commencement of an agreement, the selected firm shall be solely responsible for procuring, maintaining, and ensuring compliance with all required insurance coverage at its own expense. All insurance must be maintained continuously throughout the term of the agreement and must cover all operations performed under the agreement, whether by the firm or its subcontractors. All insurance carriers must be authorized to do business in the State of Florida.

PCHA shall be named as an additional insured on a primary and non-contributory basis for all applicable categories. At a minimum, the firm shall maintain the following types and limits of insurance coverage:

- **Workers' Compensation and Occupational Disease Insurance** in accordance with Florida law, including Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.
- **Commercial General Liability Insurance** (primary and umbrella) or equivalent, with coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, covering bodily injury, personal injury, and property damage. This policy must include contractual liability coverage for obligations under the agreement. PCHA shall be named as an additional insured on a primary and non-contributory basis.
- **Professional Liability (Errors and Omissions) Insurance.** The Firm shall maintain Professional Liability Insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate covering negligent acts, errors, omissions, and professional services performed under this Agreement. Coverage shall remain in effect throughout the term of the Agreement and for a minimum of two (2) years following completion of services.
- **Cyber Liability Insurance.** The Firm shall maintain Cyber Liability Insurance with limits of not less than \$1,000,000 per occurrence covering privacy breaches, network security failures, ransomware events, cyber extortion, data restoration, and unauthorized disclosure of confidential information. Coverage shall include protection for personally identifiable information (PII), financial information, and other sensitive data maintained on behalf of PCHA.
- **Automobile Liability Insurance** (primary and umbrella), including coverage for owned, non-owned, and hired vehicles, with limits of no less than \$2,000,000 per occurrence, combined single limit for bodily injury and property damage. PCHA shall be named as an additional insured on a primary and non-contributory basis.
- **All-Risk Property Insurance** with a minimum coverage amount of \$50,000 to insure the firm's personal property.
- **Fidelity Bond Coverage:** Firm and all personnel handling owner's funds shall be bonded in favor of PCHA with coverage of \$2,000,000 per occurrence and a deductible not exceeding \$10,000.

Failure to procure or maintain any of the above coverages shall be considered a material breach of the agreement.

VII. AMENDMENTS AND ADDENDUM TO THE RFP

PCHA reserves the right to cancel or revise in part or in its entirety this RFP, including but not limited to the selection schedule, the submittal date, and the submittal requirements. All notices will be posted on PCHA's website: https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php.

VIII. PCHA CONTACT

PCHA's contact for this submission is **Mr. Minh Le** – Mle@pinellashousing.com. All questions must be directed in writing to Mle@pinellashousing.com.

Replies will be issued by addenda and posted on PCHA's website:

https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php and the Housing Agency Marketplace: <https://ha.internationaleprocurement.com/>.

Questions received after the due date and time will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written information given to any potential firm by PCHA shall be furnished to all other potential firms.

Firms are responsible for checking PCHA's website for addenda and updates to this solicitation.

IX. SPECIAL CONDITIONS

By submitting a Proposal in response to this RFP, firms acknowledge and agree to the following conditions:

- All proposals submitted in response to this RFP become the property of PCHA. As such, all proposals submitted are public records, subject to public review.
- PCHA will make no determination as to the adequacy of any system, process, procedure, or representation made by any firm. As such, pre-qualification does not infer approval of any such systems, processes, procedures, or representations.
- No firm shall initiate contact with any member of the Board of Commissioners/Directors or staff of PCHA regarding this RFP until after completion of the selection process and execution of an agreement. If any firm has any reason, not related to this RFP, to contact any of the above parties, they will be required to disclose to that party that they are a firm in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.
- PCHA accepts no responsibility for any expenses incurred in the firms' preparation of the requested proposals; such expenses are to be borne exclusively by the firms.
- Only one (1) proposal from a firm will be considered.
- PCHA reserves the right to waive any irregularities in any proposal, to reject any or all proposals, and to re-solicit for proposals, as may be deemed to be in the best interest of PCHA.

- Firms shall not have employed or retained any company or person, other than a bona fide employee working solely for a firm, to solicit or secure an agreement. Firms certify that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or the making of a contract from this solicitation.
- Any person or affiliate who has been debarred from bidding on projects by any federal, state, or local government agency must fully disclose to PCHA the details of such debarment.
- PCHA reserves the right to request clarification of information submitted in the proposal, to interview firms, and to request additional information from one or more firms. In addition, PCHA may conduct such investigations and interviews as it deems necessary to assist in the evaluation of any proposal and to establish to PCHA's satisfaction the responsibility, qualifications, and financial ability of any firm.
- **Build America, Buy America Act (*as applicable*)**
The Firm must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

X. AWARD

The final selection of pre-qualified firm(s) will not create a binding contract or obligation on the part of PCHA to enter into any agreement with any of the pre-qualified firms. Firms acknowledge and understand that their selection is subject to the successful negotiation of a mutually acceptable Agreement, and that the selection of the successful firm is subject to the approval of the Board of Commissioners/Directors of PCHA.

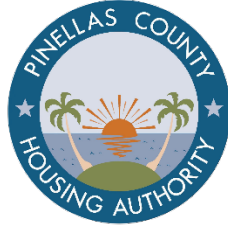


Exhibit A

RFP# 26-006

Fee Proposal Form

Fee Proposal Form

Project Name: **RFP #26-005 ~ External Audit Services**

<i>Proposed fee for year 1:</i>	FYE 12/31/2025	\$
<i>Proposed fee for year 2:</i>	FYE 12/31/2026	\$
<i>Proposed fee for year 3:</i>	FYE 12/31/2027	\$
<i>Proposed fee for year 4:</i>	FYE 12/31/2028	\$
<i>Proposed fee for year 5:</i>	FYE 12/31/2029	\$

Professional staff (include taxes & benefits)

Position & title		Rate pe hour	\$
Position & title		Rate pe hour	\$
Position & title		Rate pe hour	\$
Position & title		Rate pe hour	\$

Subtotal Professional Staff Cost: \$ _____

Administrative staff (include taxes & benefits)

Position & title		Rate pe hour	\$
Position & title		Rate pe hour	\$

Subtotal Administrative Staff Cost: \$ _____

Travel cost	\$
Training cost	\$
Office expenses	\$
Overhead	\$
Miscellaneous	\$

Estimate of total labor costs: \$ _____

The undersigned certifies that he/she has the authority to sign and bind the firm to the services to be performed within the fees proposed.

Signature	
Printed Name and Title	
Company	
Date	
Email Address	

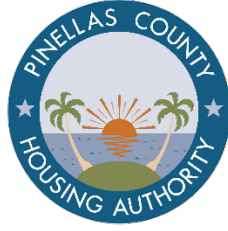


Exhibit B

RFP# 26-006

PCHA Entity Matrix

Entity Description	Audit Required	Tax Returns	Year End Date	Due Date for Audit	Due Date		
					for Tax Returns	Federal Form	State Form
Pinellas County Housing Authority	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
East Lake Club	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
Norton Apartments	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
Redwood	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
Rainbow Village	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
Palm of Pinellas	Yes	No	Dec 31	Feb 28	N/A	N/A	N/A
Palm Lake Village Housing Corporation	No	No	Dec 31	N/A	N/A	N/A	N/A
Palm Lake Village Apartments	Yes	No	Dec 31	April 30	N/A	N/A	N/A
Magnolia Gardens	Yes	No	Dec 31	May 31	N/A	N/A	N/A
Crystal Lakes Manor	Yes	No	Dec 31	Sept 30	N/A	N/A	N/A
Pinellas Assisted Living LLC	Yes	No	Dec 31	N/A	N/A	N/A	N/A
Evergreen Manor	Yes	No	Dec 31	April 30	N/A	N/A	N/A
Curlew Care	Yes	No	Dec 31	April 30	N/A	N/A	N/A
PCHA Fairfield Inc.	No	Yes	Dec 31	N/A	May 15	990	n/A
PCHA Development LLC	No	No	Dec 31	N/A	N/A	N/A	N/A
PCHA Lakeside Terrace LLC	No	No	Dec 31	N/A	N/A	N/A	N/A
PCHA Mills Project Inc	No	yes	Dec 31	N/A	May 15	990	N/A
Pinellas County Housing and Economic Development	No	Yes	Dec 31	Sept 30	May 15	990	N/A
Pinellas Heights LLC (General Partner of PH LLLP)	No	Yes	Dec 31	Sept 30	March 15	1120	FL 1120
Pinellas Heights LLLP	Yes	Yes	Dec 31	Feb 28	Feb 28	1065	FL 1065
Landings at Cross Bayou LLC (General Partner of LCB LLLP)	No	Yes	Sept 30	Dec 1	March 15	1120	FL 1120
Landings at Cross Bayou LLLP	Yes	Yes	Sept 30	Dec 1	Dec 1	1065	FL 1065
Heritage Oaks LLC	No	Yes	Dec 31	Sept 30	March 15	1120	FL 1120
Grand Oaks at Ridgecrest LLC (General Partner of GP LLLP)	No	Yes	Dec 31	Sept 30	March 15	1120	FL 1120
Grand Oaks Apt. LLLP	No	Yes	Dec 31	Sept 30	March 15	1065	FL 1065
PCHA Plus LLC (General Patner 15% PLUS LLLP)	No	Yes	Dec 31	N/A	March 15	1120	FL 1120
Pinellas Property Management Company (General Partner of VP LLLP)	No	Yes	Dec 31	Sept 30	March 15	990 N	N/A
Valor Reserve LLLP(Future Audit and Tax Return)	Yes	Yes	Dec 31	Feb 28	Feb 28	1065	FL 1065
PCHA Heritage Oaks Inc (General Partner for HO LLLP)	No	Yes	Sept 30	Dec 1	March 15	990	N/A
Heritage Oaks LLLP	Yes	Yes	Sept 30	Dec 1	Dec 1	1065	FL 1065
PCHA Ridgecrest Oaks Inc (General Partner of RO LLLLP)	No	Yes	Dec 31	N/A	March 15	990	N/A
Ridgecrest Oaks LLLP (Under Contrsuction)	Yes	Yes	Dec 31	March 3	March 15	1065	FL 1065
Housing Oportunities of Pinellas	No	Yes	Dec 31	N/A	May 15	990	N/A
PCHA Monroe GP LLC (GP 90% PMSLLC)	No	Yes	Dec 31	N/A	March 15	1120	N/A
PCHA Monroe Syndicate LLC	No	Yes	Dec 31	Sept 30	March 15	1120	N/A
HOP Targeted Opportunities in Time, LLC	No	Yes	Dec 31	N/A	March 15	1120	N/A
PCHA Flats on 4th LLC	No	Yes	Dec 31	Sept 30	March 15	1120	N/A
PCHA Cyprus Grove LLC	No	Yes	Dec 31	Sept 30	March 15	1120	N/A
PCHA Flats on Main LLC	No	Yes	Dec 31	Sept 30	March 15	1120	N/A

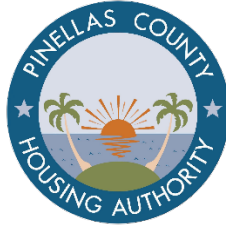


Exhibit C

RFP# 26-006

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf of
_____ (insert name of respondent) and its key
principals that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Key Principal of
Respondent

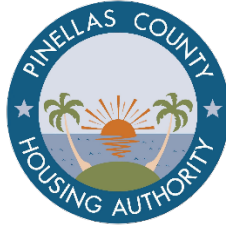


Exhibit D

RFP# 26-006

CERTIFICATE OF NON-ORGANIZATIONAL CONFLICT OF INTEREST

CERTIFICATE OF NON-ORGANIZATIONAL CONFLICT OF INTEREST

Property Owner's Legal Name: _____

Address: _____

Contact Name and Telephone Number: _____

Employer Identification Number: _____

The Applicant 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 Applicant's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the Applicant; or,
- (b) Impair the Applicant'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.

Signature

Name of Owner or Authorized Agent

Date

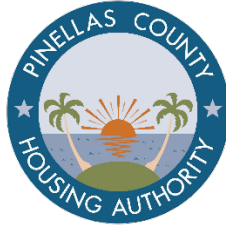


Exhibit E

RFP# 26-006

**Sworn Statement Pursuant
to Section 287.133(3) (a),
Florida Statutes, on Public
Entity Crimes**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **PINELLAS COUNTY HOUSING AUTHORITY**

By _____
(Name) (Title)

for _____
(Company name)

whose business address is

(Address) (City) (State) (Zip Code)

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____.

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, bribery,- collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought to indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. **Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, -or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

Sworn and subscribed before me this _____ day of _____, 20____, who is
Personally known _____
OR produced identification _____
Notary Public - State of _____

My commission expires: _____
(Printed typed or stamped commissioned name of notary public)

Signature of Notary

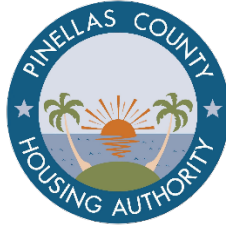


Exhibit F

RFP# 26-006

**Certification of
Authorization to Execute
Proposal/Contract on Behalf
of Company**

CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO EXECUTE BID/CONTRACT ON BEHALF OF COMPANY

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Bid/Contract on behalf of the Contractor, was then _____ of said corporation; that said Bid/Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Affix Corporate Seal:

By: _____

Title: _____

Date: _____

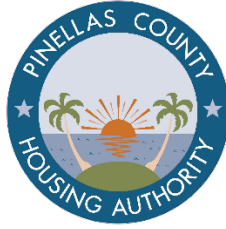


Exhibit G

RFP# 26-006

Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of: _____) s.s.

County of: _____)

_____ being first duly sworn, deposes and says:

That he/she is _____ the party making the foregoing bid or proposal, that such bid or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, or to secure any advantage against the Pinellas County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

Signature of:

Applicant, if the vendor is an individual

Partner, if the vendor is a Partnership

Officer, if the vendor is a Corporation

Subscribed and sworn to before me this _____ day of _____

MY COMMISSION EXPIRES _____, 20__

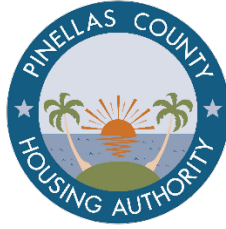


Exhibit H

RFP# 26-006

**Form HUD 5369-B,
Instructions to Offerors,
Non-Construction**

Instructions to Offerors Non-Construction



1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

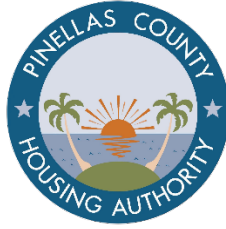


Exhibit I

RFP# 26-006

**Form HUD 5369-C,
Certifications and
Representations of Offerors,
Non- Construction Contract**

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

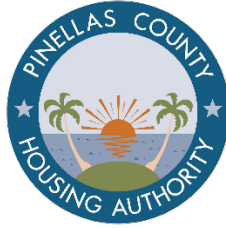


Exhibit J

RFP# 26-006

**HUD 5370-C,
General Conditions for
Non-Construction Contracts**

Certifications and Representations of Offerors Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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:

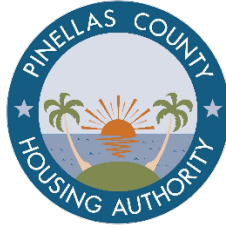
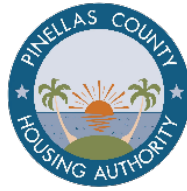


Exhibit K

RFP# 26-006

Sample Contract



**CONTRACT BETWEEN
THE PINELLAS COUNTY HOUSING AUTHORITY
AND _____ FOR
EXTERNAL AUDIT SERVICES**

CONTRACT # 26-006

THIS CONTRACT is made as of _____ day of _____ 2026, by and between the **Pinellas County Housing Authority**, a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 11479 Ulmerton Road, Largo, Florida 33778 (PCHA) and _____ with its principal place of business located at _____, hereafter referred to collectively as "Provider" (individually, "Party," collectively, "Parties").

WITNESSETH, that the Provider and PCHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. Provide external audit services. The work is further described in RFP # 26-006 as Attachment A and Provider's proposal attached hereto as Attachment B.

ARTICLE 2. Term. Services provided by Provider hereunder shall commence on January 01, 2027, and shall remain in full force and effect until December 31, 2032, for a performance period of five (5) year.

ARTICLE 3. Contract Price. PCHA shall pay Provider for the performance of the Contract in per Attachment C.

ARTICLE 4. Payment. PCHA will pay Provider for services performed hereunder within thirty (30) days of receipt of approved invoice(s).

ARTICLE 5. Venue, Jurisdiction and Attorneys' Fees. In the event that a cause of action arises, either at law or in equity, from or in reference to this Agreement (including those documents incorporated by reference and attached hereto) both parties agree that such action shall be filed and pursued only in the appropriate state or federal court located in Pinellas County, Florida, or the nearest venue thereto if not located directly as specified herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The prevailing party in any action brought pursuant to this Paragraph shall be entitled to recover reasonable costs and attorneys' fees from the other party.

ARTICLE 6. Insurance. Provider agrees to provide insurance certifications as stated in RFP# 26-001 prior to commencement of services as prescribed in Article 1. Should the insurance lapse or terminate, Provider agrees to acquire new coverage within ten (10) days of such lapse or termination.

ARTICLE 7. Indemnification. To the extent allowable by applicable Florida laws, the Provider agrees to protect, defend, keep, save, and hold the PCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, claims, costs, charges, or other expenses or liabilities of every kind, arising out of or as a result of this Agreement.

ARTICLE 8. Termination. PCHA shall have the right to terminate this Agreement, with or without cause in accordance with the General Conditions of the Contract for Non-Construction, attached hereto and incorporated herein by reference.

ARTICLE 9. No Duty Except as Expressly Stated. There shall be no duty owed by either party to this Agreement except those that are expressly stated herein.

ARTICLE 10. Retention of Records. Provider agrees to the retention of all records pertinent to this Contract for five (5) years after PCHA makes final payment hereunder and to provide PCHA a copy of said records upon demand.

ARTICLE 11. Personnel. A list of personnel who shall be employed by Provider to perform the services described herein, and who were named in Provider's response to IFB# 25-004, is attached hereto as Part B. Provider shall not terminate and replace approved personnel and/or sub-providers without notification to and approval by PCHA, which approval shall not be unreasonably withheld. Provider shall state in its subcontracts that the subcontracts are assignable to PCHA at PCHA's discretion. Provider shall not employ or otherwise incur an obligation to pay other specialists or experts for services in connection with services herein without prior approval of the PCHA Board of Commissioners and/or Executive Director.

ARTICLE 12. Warranties, Representations and Special Conditions. In connection with the execution of this agreement, the Provider warrants and represents:

That the Provider has carefully examined and analyzed the provisions and requirements of this Agreement including the attachments and exhibits hereto, and that it understands the nature of the services required hereunder;

That, except for those representations, statements, or promises expressly contained in this Agreement, and any exhibits or attachments hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by PCHA, its officials, agents, or employees, to induce the Provider to enter into this Agreement or has been relied upon by the Provider;

That the Provider and, to the best of its knowledge, its subcontractors if any, are not in violation of any laws of the State of Florida;

That the Provider acknowledges that PCHA in its selection of the Provider to perform the services hereunder materially relied upon the Provider's supplied information to select it for the performance of these services;

The Provider understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement;

That it is financially solvent, that it and each of its employees, agents, contractor or any of them is competent to perform the services required under this Agreement; and that the Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

That no officer, agent, or employee of PCHA is employed by the Provider or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by PCHA and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the Provider or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order of goods or equipment; and the Provider further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to PCHA;

That the Provider shall not knowingly use the services of any ineligible subcontractor or consultant for any purpose in the performance of its services under this Agreement;

That the Provider and its subcontractor, if any, are not in default at the time of the execution of this Agreement, or deemed to have, within ten (10) years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by PCHA or the U. S. Department of Housing and Urban Development (HUD), and/or discharged by PCHA or HUD from its employ in the past ten (10) years;

That the Agreement is feasible to perform in accordance with all of its provisions and requirements and the Provider can and shall perform, or cause to be performed, the services in accordance with the provisions and requirements of this Agreement.

ARTICLE 13. Business Documents. To the extent applicable, the Provider shall provide copies of business licenses, applicable permits, its latest articles of incorporation, by-laws and resolutions, and evidence of its authority to do business in the State of Florida, including, without limitation, registration as a foreign corporation or registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Florida, at the request of PCHA at any time during the term of this Contract.

ARTICLE 14. Public Records To the extent applicable, the Contractor shall provide access to public records in accordance with the requirements of Florida Statutes § 119.0701. The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the Contractor is acting on behalf of the PCHA as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the PCHA'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The PCHA cannot provide the Contractor advice regarding its legal rights or obligations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Michelle Lampley, Executive Office Manager / Records Custodian
- ii) (727) 443-7684 Ext. 3137
- iii) mlampley@pinellashousing.com
- iv) Pinellas County Housing Authority, 11479 Ulmerton Road, Largo, Florida 33778

If, under this Agreement, the Contractor is providing services and is acting on behalf of the PCHA as provided under Florida Statutes Section 119.011(2), the Contractor shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the PCHA to perform the services.
- ii) Upon request from the PCHA's custodian of public records, provide the PCHA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the PCHA.
- iv) Upon completion of the Agreement, transfer at no cost to the PCHA, all public records in possession of the Contractor or keep and maintain public records required by the PCHA to perform the service. If the Contractor transfers all public records to the PCHA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PCHA, upon request from the PCHA'S custodian of public records, in a format that is compatible with the information technology systems of the PCHA.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the PCHA.

ARTICLE 15. Contract Documents. The Contract shall consist of the following component parts:

This Instrument and:

Attachment A. RFP # 26-006 and all exhibits and addenda

Attachment B. Provider's Response dated _____

In the event of a conflict between the General Conditions for Non-Construction Contracts and any part of this contract, the General Conditions will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

SIGNED this _____ day of _____, 20__.

**PINELLAS COUNTY
HOUSING AUTHORITY**

BY: _____
NAME: Neil Brickfield
TITLE: Executive Director

BUSINESS ADDRESS:
11479 Ulmerton Road
Largo, FL 33778

ATTEST:

Signature

Print Name

BY: _____
NAME: _____
TITLE: _____

BUSINESS ADDRESS:

ATTEST:

Signature

Print Name

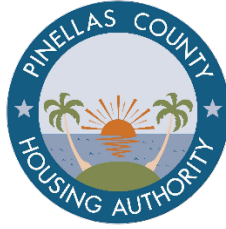


Exhibit L

RFP# 26-006

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

By the submission of this response, _____ certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this response had one or more public transactions (federal, state or local) terminated for cause or default.

Name of Organization:	
Signature:	
Name:	
Title:	
Date:	