



Pinellas County Housing Authority
11479 Ulmerton Road
Largo, FL 33778

REQUEST FOR PROPOSALS (RFP)

RFP # 26-004

FOR

BENEFITS CONSULTANT SERVICES

March 19, 2026

Date: March 19, 2026
 Project Title: Benefits Consultant Services
 To: All Qualified Providers
 Subject: Request for Proposals #26-004

SCOPE:	The Pinellas County Housing Authority (PCHA) is requesting proposals from qualified firms to provide benefits consultant services for health insurance and related ancillary products in accordance with the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD).
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PROPOSAL DUE DATE:	<p>Firms must email proposal to Pinellas County Housing Authority, attention: Mr. Minh Le at mle@pinellashousing.com Proposals will be accepted until 2:00 p.m. Eastern Standard Time (EST), on April 20, 2026.</p> <p>The email subject line must state – “Request for Proposals # 26-004 BENEFITS CONSULTANT”</p> <p>Firms will receive a confirmation email within one (1) hour of proposal submittal. Proposals received after the specified time and date will not be considered. THERE WILL BE NO EXCEPTIONS.</p>
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By submission of a proposal the Firm agrees, if its proposal is accepted, to enter into a contract with the PCHA to perform all services as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP. The Firm further accept all of the terms and conditions of the RFP.

Proposals should be prepared in accordance with instructions contained within the RFP and should remain valid for 90 days. Proposals shall be evaluated by PCHA as stated in the evaluation factors noted in the RFP.

Questions regarding the attached RFP must be directed to Mr. Minh Le, Contract Administrator. All questions must be submitted in writing via e-mail to mle@pinellashousing.com no later than the date and time listed in the Schedule of Events section.

NOTE: PCHA reserves the right to reject any or all proposals if such action is in the best interest of the Housing Authority and to waive and/or require correction of any and all informalities and minor irregularities. PCHA reserves the right to request additional information and/or submission of documents concerning any and/or all proposals submitted. PCHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.

REQUEST FOR PROPOSALS

RFP # 26-004

BENEFITS CONSULTANT

SCHEDULE OF EVENTS

- March 19, 2026 Issue Request for Proposals
- April 6, 2026 Deadline for Questions by 2:00 p.m. EST
- April 7, 2026 Deadline to Answer
- **April 20, 2026** **Proposals are due by 2:00 p.m. EST**
Email to mle@pinellashousing.com
- April 27, 2026 Evaluation Scoring
- May 20, 2026 Board Approval of Award

All RFP documents, including Addendum and Q&A, are located at the following:

PCHA's website	https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php
Housing Agency Marketplace's website	https://ha.internationaleprocurement.com/

Proposers are responsible for checking Addendum, Q&A and other RFP documents at the above listed websites.

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EXHIBITS

- A - Form HUD 5369-B, Instructions to Offerors, Non-Construction
- B - Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- C - HUD 5370-C, General Conditions for Non-Construction Contracts
- D - Non-Collusive Affidavit of Provider/Subprovider
- E - Sworn Statement Pursuant to Section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- F - Proposer's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
- G - Sample Contract

REQUEST FOR PROPOSALS # 26-004

BENEFITS CONSULTANT

NOTICE OF INTENT TO RECEIVE PROPOSALS

The Pinellas County Housing Authority (PCHA), Largo, Florida, is requesting proposals from qualified firms to provide benefits consulting services for health insurance and related ancillary products in accordance with the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD).

SECTION A

A-1 Type of Contract

The resulting contract will be a firm fixed price contract for an initial term of one (1) year, with the option to renew annually for up to five (5) years.

SECTION B

B-1 Overview of Project

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.*

Background

PCHA provides health insurance benefits and related ancillary products to its employees and their families. PCHA currently has approximately eighty-one (81) employees enrolled in the benefits plan. PCHA provides the following options for its employees and their families:

- Medical
- Health Savings Account
- Health Reimbursement Account
- Dental
- Vision
- Life (including basic, supplemental, accidental death and dismemberment, long-term and short-term disability)
- Legal and Identity Theft Protection
- Supplemental Plans (Hospital Indemnity, Accident and Critical Illness)
- Pet Insurance
- Beyond Med
- 457B Retirement Plan

PCHA does not guarantee any specific level of service and makes no representation or warranty as to any future level of service. PCHA reserves the right to procure any services covered by this Request for Proposals (RFP) from other sources when the PCHA determines it is in its best interest.

B-2 Statement of Work

Services to Be Provided:

The selected firm/broker will be expected to work in partnership with the PCHA staff to perform the following services:

- A. Work with PCHA to develop long-range strategies for health insurance and benefit plans.
- B. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and program as they relate to plan documents or contracts.
- C. Review and make recommendations regarding: (1) existing benefit plans and programs, (2) modifications to the existing plan design, cost (rates), and (3) potential benefit plans and program options.
- D. Review PCHA's benefits program on a continuing basis to ensure that the plans are in compliance with governmental regulations and assist with compliance reporting. Alert PCHA regarding any employee communication /distribution deadlines and provide sample documents that may be used to notify employees of any of these changes.
- E. Provide assistance with benefit issues related to coverage, claims, billing and other related matters that may arise during the normal course of business.
- F. Marketing PCHA's desired insurance package through identification of appropriate carriers, analysis of proposals, and providing recommendations.
- G. Assist and advise PCHA in contract negotiations with benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.
- H. Review the company's benefits program on a continuing basis to ensure that the plans are in compliance with governmental regulations and assist with compliance reporting.
- I. Provide quarterly statistical reports including, but not limited to, rates, aggregate claims, demographic changes and other market trends.
- J. Provide assistance with benefit issues related to coverage, claims, billing and other related matters that may arise during the normal course of business.
- K. Provide consultation and guidance with respect to governmental mandates such as FMLA, COBRA, HIPAA, ADA, ACA, USERRA, etc.
- L. Provide open enrollment support including, but not limited to, developing timeline, assisting with the development of open enrollment materials and participating in open enrollment meetings as reasonably requested.
- M. Participate in planning for wellness campaigns, including identification of options

and incentives. Assist with administration of the Employee Wellness Program, incorporating incentives and measurable objectives.

- N. Provide a key or designated contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions including the wellness program.

SECTION C

C-1 Evaluation Factors

Evaluation Criteria

Proposals that meet the threshold criteria will be evaluated as described below. The evaluation of professional qualifications of the proposals will be based on the qualifications of the Provider, references from other clients, technical criteria, and proposal evaluation scoring. Specific evaluation criteria to evaluate the technical qualifications of each Provider and their degree of importance/relative weight are as follows:

1. Responsiveness of the proposal in clearly stating an understanding of and addressing the work to be performed. Proposal is to include the submission of a work plan and organizational chart detailing how Proposer plans to provide insurance broker services in accordance with the Statement of Work herein. The work plan should include the number of employees to be directly assigned to the contract with a brief description of their duties. **(30 points)**
 - a. Comprehensiveness of the proposed work plan. Strategic capability, evidence of cost management, and evidence of compliance. (20 points)
 - b. Overall responsiveness of the proposal to the requirements of the RFP. (10 points)

2. Qualifications of staff to be assigned to PCHA. Skills, position in the company, and years and types of experience will be considered. This may be determined from resumes submitted, and/or by job descriptions of staff to be hired. **(20 points)**
 - a. Qualifications of supervisory personnel and on site staff to be assigned to the contract. (10 points)
 - b. General direction and supervision to be exercised over staff by the Provider's top management personnel. (10 points)

3. Technical experience and reputation of the Provider. **(25 points)**
 - a. Experience of the type required by this proposal and demonstration of understanding the overall requirements of the services. (8 points)
 - b. Past and current performance of the Provider as determined by references from current or recent clients. (7 points)

- c. Providing services for similar entities, i.e. entities of similar size, local housing authorities, non-profit agencies, subsidized housing providers. (10 points)
- 4. The reasonableness of costs included in the proposal. **(25 points)**

TOTAL 100 POINTS

SELECTION CRITERIA	Total Points
1. Responsiveness of the proposal	30
2. Qualifications	20
3. Technical Experience/Reputation	25
4. Cost Reasonableness	25
Subtotal Possible Points	100

C-4 Negotiations and Award

Unless there is no need for negotiations with any of the Proposers, negotiations shall be conducted with Proposers who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to PCHA. Such Proposers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Proposers of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No Proposer shall be provided information about any other Proposer's proposal, and no Proposer shall be assisted in bringing its proposal up to the level of any other proposal. Proposers shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. PCHA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible Proposer whose qualifications, price and other factors considered, are the most advantageous to PCHA.

SECTION D

D-1 Instructions to Proposers

See Exhibit A, HUD Form 5369-B, Instructions to Offerors, Non-Construction. PCHA hereby excludes Item 6, Late Submissions, Modifications, and Withdrawal of Offers, of HUD Form 5369-B, Instructions to Offerors, Non-Construction.

SECTION E

E-1 Required Certifications

See Exhibit B, Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract.

E-2 Confidential Material

Any material submitted by a Proposer that is to be considered as confidential must be clearly marked as such. In accordance with Florida Statutes, Chapter 119 regarding Public Records, all proposals are subject to public inspection.

E-3 Financial Statements

The Proposer may be requested to submit current financial statements. Furthermore, the Proposer shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

E-4 Withdrawal of Proposals

Proposal may be withdrawn on a written request dispatched by the Proposer in time for delivery in the normal course of business prior to the time specified herein for proposal receipt, provided that written confirmation of any withdrawal with the signature of the Proposer is placed in the mail and postmarked prior to the time specified herein for proposal receipt. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its proposal after the due date and time specified herein.

E-5 Incurring Costs

PCHA is not liable for any costs incurred by any Proposer prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Proposer.

All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Proposer. All supporting documentation and manuals submitted with each Proposal will become the property of PCHA unless otherwise indicated by the Proposer at the time of submission.

E-6 Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, PCHA will hold the Proposer responsible for the proposed services. In addition, the Proposer shall hold PCHA harmless from any third-party legal claims involving the use by PCHA of any software product or technique provided.

E-7 Ineligible Proposers

PCHA is prohibited from making any awards to Proposers or accepting as subcontractors any individuals or Proposers that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

E-8 Award of Contract

A contract shall be awarded according to the Evaluation Criteria specified herein, and any and all requirements and terms specified in this RFP, provided the proposal is determined by PCHA to be in the best interest of PCHA. The Proposer to whom an award is made will be notified in writing at the earliest practical date. An award may be subject to HUD approval.

SECTION F

F-1 Mandatory Clauses

See Exhibit C – Form HUD 5370-C, General Conditions for Non-Construction Contracts

SECTION G

G-1 Insurance

The successful Proposer shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by PCHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to PCHA in the event coverage is substantially changed, canceled, or non-renewed.

The Proposer shall require all subcontractors to carry the insurance required herein, or the Proposer may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Proposer and all subcontractors agree that insurers shall waive their rights of Subrogation against the Pinellas County Housing Authority.

The Proposer expressly understands and agrees that any insurance or self-insurance programs maintained by the Housing Authority shall apply in excess of and not contribute with insurance provided by the successful Proposer and subcontractors under the Contract.

- (a) The successful Proposer shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to Properties which may arise from or in connection with the performance of the work hereunder by Proposer, its agents, representatives, volunteers, employees or subcontractors. Proposer acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.
 1. Proposer's insurance coverage shall be primary and noncontributory with respect to PCHA, its officials, employees and volunteers.

2. To the extent that subcontractors may be used, Proposer shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
 3. Certificates of insurance and endorsements shall be furnished to PCHA and approved by PCHA before services are furnished. PCHA must be named as an "Additional Insured".
 4. The following standard insurance policies shall be required:
 - i. Commercial General Liability Policy
 - ii. Workers' Compensation Policy
 - iii. Professional Liability/Errors and Omissions
 - iv. Automobile Liability
 5. Approval, disapproval or failure to act by PCHA regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Proposer from liability.
- (b) The following requirements are applicable:
1. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with an A-VII or better rating in accordance with current A.M. Best Key Rating Guide.
 2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
 3. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by PCHA.
 4. "Claims made" policies (with the exception of Professional Liability) will not be accepted.
 5. PCHA, its officers, employees, and volunteers are to be added as "Additional Insured" to the General Liability, Professional Liability, and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to PCHA, its officials, employees, or volunteers.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to PCHA.
 7. Upon request, certified copies of all insurance policies shall be furnished to PCHA.
- (c) **COMMERCIAL GENERAL LIABILITY INSURANCE.** The following Commercial General Liability Insurance is required:

1. Minimum Limits of \$500,000.00 per Occurrence with an annual Aggregate of \$1,000,000.00 for Bodily Injury, Personal Injury and Property Damage.
 2. Coverage shall be provided for premises/operations and product/completed operations hazards.
 3. The ISO Commercial General Liability Policy form (CG 00 01) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Proposer's written proposal and must be approved by the PCHA risk manager.
- (d) WORKERS' COMPENSATION INSURANCE. The following Workers' Compensation is required:
1. Minimum Employer's Liability limits of:
 - (a) By Accident – Florida Statutory Limit.
 - (b) By Disease – Florida Statutory Limit.
 2. A Waiver of subrogation in favor of PCHA must be endorsed to the policy.
 3. "Florida," must appear in item 3A of the declarations page of item 3C must contain the following: "All states except those in Item 3A and the state of NV, ND, OH, WA, WV, and WY.
- (e) AUTOMOBILE LIABILITY. The following Automobile Liability Insurance will be required:
1. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$500,000.00, each Accident for Bodily Injury and Property Damage.
 2. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured."
 3. Insurance Services Office Business Auto coverage form (Acord 25 2010/05) or broader with symbol 1, "any auto" shown in the *Covered Autos* portion of the declarations page.
 4. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured".
 5. There shall be no special limitations regarding the scope of protection afforded to PCHA, its officials, employees or volunteers.
- (f) PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE. The following Professional Liability Insurance will be required:
1. Provider shall maintain Professional Liability Insurance (also known as Errors and Omissions Insurance) for the life of the contract.
 2. Minimum limit of \$1,000,000.00 with a deductible not to exceed \$10,000.00. The deductible will be the responsibility of the insured.
 3. Provide evidence that the Proposer is currently registered in the State where the project is located and carries Errors and Omissions insurance.

You or your firm may fulfill this request by providing a copy of your/its license or registration with the State of Florida Department of Business and Professional Regulation and/or confirmation from the State of Florida Department of State that the corporation is registered with the State. Proof of errors and omissions coverage can be met by providing a current Certificate of Insurance.

- (h) CERTIFICATES OF INSURANCE. All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:
 - 1. The company is authorized to do business in the State of Florida.
 - 2. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.
 - 3. Sets forth all endorsement and insurance coverages according to requirements and instructions contained herein.

Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to PCHA.

- 4. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
- (i) VERIFICATION OF COVERAGE. The following requirement pertains to all Certificates of Insurance. Proposer shall furnish PCHA with certificate of insurance and with original endorsements affecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms which have been approved by the Florida Department of Insurance or Insurance Services Office. They must set forth all coverages and deductibles as well as the notice of cancellation, termination or change in coverage provisions to PCHA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by PCHA before work commences. PCHA reserves the rights to require complete, certified copies of all required insurance policies at any time.

G-2 Indemnification

The successful Proposer will be required to protect, defend, indemnify, keep, save, and hold PCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Proposer, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The

successful Proposer will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

PCHA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Proposer of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that Contract.

G-3 Rules, Regulations, and Licensing Requirements

Each Proposer and its staff must possess all of the required State of Florida Licenses and/or certifications to perform in accordance with the contract scope of services herein. In addition, the Proposer shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Proposer is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect performance of the Benefits Consultant contract.

G-4 Assignment

The successful Proposer shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of PCHA.

SECTION H

H-1 Submission Requirements

Proposers shall submit proposals incorporating the following elements:

1. Letter of Interest to include the name of the Proposer and the location of the principal place of business, point of contact, and contact information.
2. A response to the evaluation criteria as listed in Section C-1 and the evaluation factors as listed in Section C-2.
3. Identify the specific members of your firm who will be assigned to work with the PCHA and describe their experience. Include resumes for each person as well as name, address and telephone number of contact person.
4. Please outline and detail how the Benefits Consultant will be compensated, now and in the future. Please note that PCHA will require complete disclosure of any and all fees, commissions, overrides, and/or bonuses your firm receives each year as a result of your firm's work on its behalf, if applicable.
5. Describe your availability and degree of accessibility to the PCHA.

6. Provide a listing of other contracts entered into within the last five (5) years under which similar services were provided. Please indicate name, position, address, phone and **e-mail address** of the contact person so that PCHA may obtain references.

7. Provide a list of professional organizations/associations in which your firm is an active member and of benefit to the PCHA.

8. Indicate why you think your firm would be the best choice to provide Benefit Consultant services to the PCHA.

The following forms must be included:

- One completed and signed copy of HUD Form 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- One completed and signed copy of Non-Collusive Affidavit of Contractor/Subcontractor
- One Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- One completed and signed copy of Proposer's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
- Fee/Cost Proposal (to be provided on Proposer letterhead)
- Proof of Insurance
- Copy of State License, if applicable

Alterations to the proposal, or the terms and conditions in this RFP shall be grounds for rejecting the entire bid proposal. Late proposals shall not be accepted for ANY reason.

The RFP, as a general requirement, specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulation ordinances, and statutes. It is PCHA's full expectation and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement. Therefore, PCHA will carefully monitor and audit performance to ensure compliance.

END OF RFP DOCUMENT

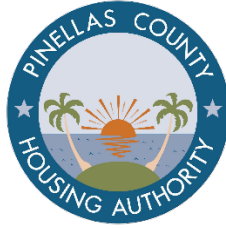


Exhibit A

RFP# 26-004

**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:]

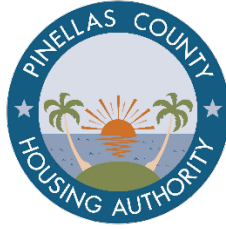


Exhibit B

RFP# 26-004

**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/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:

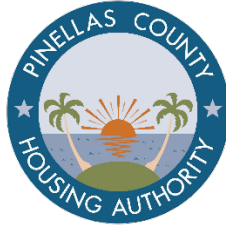


Exhibit C

RFP# 26-004

**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:

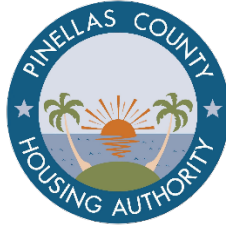


Exhibit D

RFP# 26-004

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__

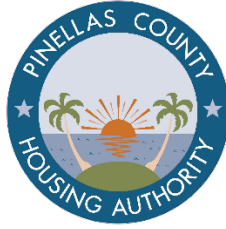


Exhibit E

RFP# 26-004

**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

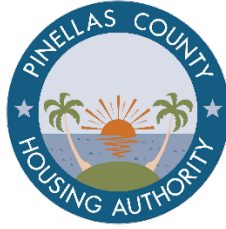


Exhibit F

RFP# 26-004

**Proposer's 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: _____

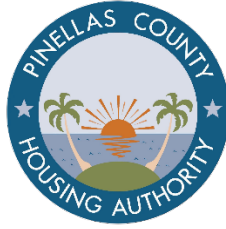


Exhibit G

RFP# 26-004

Sample Contract



**CONTRACT BETWEEN
THE PINELLAS COUNTY HOUSING AUTHORITY
AND _____
FOR BENEFITS CONSULTANT SERVICES**

CONTRACT # 26-004

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 benefits consultant services. The work is further described in RFP # 26-004 as Attachment A and Provider's proposal attached hereto as Attachment B.

ARTICLE 2. Term. Services provided by Provider hereunder shall commence on June 01, 2026, and shall remain in full force and effect until May 31, 2027, for a performance period of one (1) year. The Parties may extend the term of this Agreement for four (4) additional twelve (12) month periods pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement.

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) Leslie Boswell, Human Resources Manager
- ii) (727) 443-7684 Ext. 3066
- iii) lboswell@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 # 26-004 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 _____, 2026.

**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