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Pinellas County Housing Authority
11479 Ulmerton Road
Largo, FL 33778

RFP # 24-003

FOR

**General Counsel Legal Services
(National/Local)**

JULY 10, 2024



Date: July 10, 2024
Project Title: General Counsel Legal Services
Delivery Date/Time: August 9, 2024, at 2:00 p.m. ET
TO: Qualified Firms
SUBJECT: Request for Proposals #24-003

Pinellas County Housing Authority (PCHA) herein solicits proposals from qualified, licensed and responsible firms interested in providing General Counsel Legal Services in accordance with all applicable state and federal regulations, and the requirements of PCHA and U.S. Department of Housing and Urban Development (HUD).

Each Proposer shall submit one unbound original, six (6) exact copies, and 1 USB flash drive of its Proposal to the Pinellas County Housing Authority, Attention: Jameel Barnes, Director of Procurement, 11479 Ulmerton Road, Largo, Florida 33778. Proposals will be accepted until **2:00 p.m. Eastern Time (ET), on Friday, August 9, 2024.**

Proposals must be clearly marked – Request for Proposals #24-003-General Counsel Legal Services.

Any Proposals received after the specified time and date will not be considered. All Proposals must be received and time-date stamped by the PCHA receptionist at the address listed above, on or before the above specified time and date. If you choose to mail in your Proposal, it must be mailed return receipt requested and arrive by the specified time, regardless of the postmark date. **THERE WILL BE NO EXCEPTIONS.**

By submission of a Proposal the Contractor agrees, if its Proposal is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the attached RFP #24-003 for the fee(s) proposed and/or as negotiated. The Proposer further accepts all of the terms and conditions of the RFP.

A Pre-Proposal Conference shall be held via Microsoft Team Meetings [Link](#) at 3:00 p.m. Eastern Time (ET), on Thursday, July 18, 2024. Although not mandatory, it is strongly recommended that all interested Proposers attend.

Proposals should be prepared in accordance with instructions contained within the RFP and should remain valid for ninety (90) days. Proposals shall be evaluated by PCHA as stated in the evaluation factors noted in the RFP. PCHA reserves the right to request additional information concerning any and/or all proposals submitted. **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 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.** Questions regarding the attached RFP should be directed to Jameel Barnes, Director of Procurement, at JBarnes@pinellashousing.com.

Sincerely,
Neil Brickfield
Executive Director

REQUEST FOR PROPOSALS (RFP) #24-003
GENERAL COUNSEL LEGAL SERVICES

The Pinellas County Housing Authority (PCHA), Largo, Florida, is requesting proposals from qualified, licensed and responsible firms interested in providing General Counsel Legal Services in accordance with all applicable local, state and federal regulations, the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD), as applicable.

PROPOSED SCHEDULE

- **July 10, 2024** **Publish Notice of Request For Proposals**
- **July 10, 2024** **Request For Proposal Documents Ready for Distribution**
- **July 18, 2024** **Pre-Proposal Zoom Conference**

A Pre-Proposal Conference shall be held via Microsoft Team Meetings [Link](#) at **3:00 p.m. Eastern Time (ET) on Thursday, July 18, 2024**. Although not mandatory, it is strongly recommended that all interested Proposers attend.

- **August 9, 2024** **Proposals are due by 2:00 p.m. ET**

If you are interested in submitting a proposal, the RFP package may be obtained via download from the Housing Agency Marketplace, PCHA's eProcurement partner. To download a pdf of the solicitation, access PCHA's website at www.pinellashousing.com. From the 'Do Business with PCHA' menu, select 'Businesses and Vendors', and click on the Housing Agency Marketplace logo (registration is required). The RFP package may also be obtained in person from the PCHA at 11479 Ulmerton Road, Largo, FL 33778 Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. **PCHA reserves the right to request additional information concerning any and/or all Proposals submitted.**

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 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.

Neil Brickfield
Executive Director

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EXHIBITS

Exhibit A:	Form HUD 5369-B, Instructions to Offerors, Non-Construction
Exhibit B:	Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
Exhibit C:	HUD 5370-C, General Conditions for Non-Construction Contracts
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Exhibit E:	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Exhibit F:	Sample Contract
Exhibit G:	Sample Notice to Proceed
Exhibit H:	Minority and Women-Owned Business Enterprise (M/WBE) Certificate, if applicable
Exhibit I:	M/WBE Utilization Summary
Exhibit J:	Section 3 Contracting Procedures, Guidelines and Forms
Exhibit K:	Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
Exhibit L:	Fee Proposal Form
Exhibit M:	Contract Provisions - 2 CFR 200.326
Exhibit N:	Mailing Label
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REQUEST FOR PROPOSALS (RFP) #24-003

GENERAL COUNSEL LEGAL SERVICES

NOTICE OF INTENT TO RECEIVE PROPOSALS

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and other applicable laws, the Pinellas County Housing Authority (PCHA) formally requests competitive proposals from qualified, licensed, and responsible firms interested in providing General Counsel Legal Services to PCHA in accordance with the requirements of PCHA and HUD.

SECTION A

A-1 Type of Contract

PCHA intends to award a firm fixed price contract resulting from this solicitation. The term of this contract shall be 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 safe, quality housing for persons in need and to cultivate healthy, vibrant neighborhoods for Pinellas County”. A five (5) member Board of Commissioners, authorized by State law and appointed by the Governor of the State of Florida, is responsible for the development of housing authority policy. Housing authority operations and recommendations regarding planning strategies are the responsibility of PCHA's Executive Director (E.D.) to carry out.

PCHA owns, manages, and maintains one public housing development for a total of 173 public housing units; six (6) affordable housing developments totaling 1,163 affordable units; three (3) Low Income Housing Tax Credit (LIHTC) developments for a total of 380 LIHTC units; and a 48-unit property operating under Section 8 New Construction for a grand total of 1,764 owned housing units. PCHA's properties are all managed and operated by PCHA employees. PCHA also administers approximately 3,546 Housing Choice Vouchers (HCV) and 512 Veterans Affairs Supportive Housing (VASH) vouchers.

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. These programs include conventional, rental assistance and community development components. HUD previously uses the Public Housing Assessment System (PHAS), 24 CFR Part 902, to annually rate the effectiveness of Public and Indian Housing Authorities' operations. PCHA attained a rating of “high performer” status in its annual PHAS score.

B-2 Statement of Work – General and Specific Duties: The Agency is seeking proposals from qualified, licensed, and insured entities to provide the following detailed services listed herein, but are not limited to:

Special Award Conditions pertaining to this RFP. The Agency reserves the right to, at any time during the ensuing contract period(s), complete award to different firms for the different services we require, especially for our local legal issues and our HUD-related issues.

General Requirements. The Agency is seeking proposals from qualified, licensed, and insured entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the Agency. The successful proposers shall be the legal advisor to the Agency Board of Commissioners (BOC) and the Agency Executive Director (ED), or designee, and services may include, but are not limited to, the following:

1. Development

- a. Development and Modernization.
- b. All legal work necessary in connection with the preparation and adoption of the initial management program for each project, including the completion of all resolutions and forms necessary for a complete management program.
- c. Preparation, modification, and approval of the Agency's dwelling lease(s).
- d. All legal work in connection with acquisition and/or disposition of real property, including the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
- e. Author, review and/or provide comments on revitalization, development and implementation strategies using LIHTC, private debt, HUD Capital Funds, and other funds regarding legal ramifications and limitations.
- f. Participate in redevelopment team meetings, Board of Commissioner meetings, and other community meetings.
- g. Provide Agency with realistic legal, co-development and/or ownership recommendations to achieve its development goals.
- h. Evaluate the development's ownership structure.
- i. Provide detailed analysis of specific legal and tax issues as well as creation of any ownership entities conducive to the Agency's desire to serve as a co-developer and a member of the owner as either a general partner, member or special limited partner in the development.
- j. Review and make recommendations regarding development proposals.
- k. The implementation and ongoing support of affordable housing development and public housing repositioning.
- l. Author associated evidentiary documents including, but not limited to ground lease, regulatory and operating agreements, declaration of restrictive covenants, management agreements, partnership agreements, service agreements, loan documents and other miscellaneous documents as may be necessary.

2. Land Use

- a. Guidance to the Agency and staff regarding real estate procedures, as well as the completion of real estate transactions.
- b. The sale or acquisition of real property.
- c. Assist in procurement and/or review of title studies.

3. General Practice

- a. Attend BOC meetings when directed to do so by the Agency; prior review of BOC meeting agendas; governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies and procedures and By-laws and actions that will put the Agency at risk for liability exposure.
- b. Provide legal analysis and/or opinions regarding regulations pertaining to Federal, State, and local government, including housing, real estate, procurement, and contractual issues; Federal and State Landlord Tenant Law, including forcible entry and detainer actions.
- c. The Agency shall retain the right to have the successful proposer provide services in any matter that the Agency believes the legal firm is qualified to provide and if, in the opinion of the E.D., it is in the best interests of the Agency to do so.
- d. General state law regarding local governments entities, including but not limited to the Florida Public Records Law, Public Housing Law, labor, and procurement law.
- e. Conferring with and advising the officers, employees, and members of the Board of Commissioners of the Agency on legal matters and issues when requested.
- f. Appearance for and representation of the Agency, in court, in all litigated matters except as herein otherwise provided.
- g. Performance of services necessary in the prosecution of contested eviction actions.
- h. Consultation with other attorneys representing the Agency in litigation in which the Agency's liability insurance carrier has retained counsel to represent the Agency and, if needed, provide appearance in said litigation on behalf of the Agency.
- i. Review of Federal guidelines and regulations and advise Agency and staff to the consequence as necessary.
- j. Representation of the Agency on appeals of lower court decisions to the Federal or State Appellate Courts.
- k. Review of requirements, obligations, and procedures for complete and efficient processing of bankruptcy notices related to (a) Employee matters

(payroll); and (b) Current or previous public housing residents and/or Section 8 assisted residents.

- m. Reviewing, advising, and representing the Agency in connection with disputes arising out of the bid process.
- n. Advise and assist the Agency in any new programs.
- o. Advise and assist the Agency in the structuring of and establishment of affiliates and subsidiaries as well as assess current entities to ensure compliance.
- p. Advise and assist the Agency on matters subject to the U.S. Federal Fair Housing Act of 1968. (Equal Housing Opportunity).
- q. Coordinate with Agency to ensure the most efficient use of counsel.
- r. Coordinate financial closings.
- s. There is no practical limit to the type of or number of litigation matters to which the PCHA might be subject. Typically, however, litigation grows out of employment matters, contract disputes, and private landlord/PCHA disputes and may be subject to review and approval by the Department of Housing and Urban Development (HUD). Most damage claims will be handled through the appropriate insurance carrier.
- t. Have knowledge of HUD regulations and provide PCHA management, and in some instances, the Board of Commissioners, legal guidance in the application of these regulations.
- u. The PCHA shall retain the right to have the successful proposer provide services in any matter that the PCHA believes the legal firm is qualified to provide and if, in the opinion of the Executive Director and/or Board of Commissioners, it is in the best interests of the PCHA to do so.
- v. Legal financing documents.
- w. Attend real estate, bond or other meetings deemed necessary by the PCHA.
- x. Compliance with the Florida Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), PCHA policies and procedures, board governance and By-laws, and actions that may put the PCHA at risk for liability exposures.
- y. Provide legal advice on matters involving Fair Housing policies, actions, and/or complaints.
- z. Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), and the Fair Housing Act.

4. Bond Counsel

- a. The preparation of all documents relating to the issuance of obligations of the Agency as assistance rendered to special Bond Counsel in the issuance of definite bonds of the Agency and its programs.
- b. PCHA has issued several series of bonds in connection with developing affordable housing and expanding its services and portfolio. From time to time, bond counsel is required on these specific transactions. PCHA may utilize general counsel or may contract with specialized bond counsel for work in this area.

5. Labor and Employment

- a. Employment issues, personnel rules; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements.
- b. Worker's Compensation claims.
- c. Provide legal advice on matters involving PCHA personnel policies/actions.
- d. Review of employee benefits contracts, including but not limited to, pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts, and disability contracts.
- e. Review all potential terminations and make recommendations as to appropriate actions, as well as draft notices of termination.
- f. Advising and representing the Agency with regard to issues involving the Labor Law.

6. Contract Review

- a. Procurement law (State; Federal; HUD), including reviewing various vendor contracts and edit, if necessary, prior to contract execution.
- b. Drafting and/or review of legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and such other legal drafting as may be required.
- c. Approval of the legality of contracts and all payments thereunder.

- d. Handling of all legal questions and matters arising under contracts of the Agency and rendering legal opinions on matters submitted by the Agency.
- e. Review and approval of documents pertaining to temporary and permanent financing relating to all developments in the Agency inventory.
- f. Reviewing, advising, and representing the Agency with regard to disputes arising out of contracts between the Agency and its vendors.
- g. Advising and representing the Agency with regard to issues and claims arising out of construction contracts.
- h. Author associated evidentiary documents including, but not limited to ground lease, regulatory and operating agreements, declaration of restrictive covenants, management agreements, partnership agreements, service agreements, loan documents and other miscellaneous documents as may be necessary.
- i. From time to time, the PCHA enters into non-standard contracts for services, including professional services contracts, procurement contracts, purchase and sale agreements for real estate, construction contracts, non-dwelling occupancy leases or special purpose agreements. Although many such contracts require no legal advice, several do require legal input for negotiation, review, and administration of contract dispute resolution.
- j. Real estate contracts

7. Evictions

- a. Tenant Evictions (Forcible Detainer). Prepare and prosecute eviction lawsuits as requested by Agency staff. Preparation and prosecution shall consist of all necessary requirements from the preparation of eviction complaint, filing and initial court appearance through entry of the judgment of possession. In the event a trial is necessary, trial work will be billed at the set hourly rate.
- b. Tenant-related issues, including non-payment and evictions.
- c. Instituting and bringing to conclusion in court of original jurisdiction, actions for the recovery of possession of dwelling units or for the collection of rent.
- d. Advice and assistance to the Agency in connection with the tenant grievance hearings, including appearances at hearings if requested.

8. Risk Management

- a. Guidance to the Agency and staff, as well as representation regarding personnel actions, policies, and procedures, including but not limited to employment compensation hearings, worker compensation claims, employment discrimination claims and equal employment hearings.

Potential Service Areas. As may be further detailed herein, the Agency may, on an as-needed basis, require the successful proposer to provide services pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, State, and local regulations, statutes, laws, and codes:

1. Human Resources and Labor Law.
2. Accounting, Finance, and related audits.
3. Operations, including Tenant/Landlord Law.
4. Maintenance.
5. Information Technology.
6. Housing Programs.
7. U.S. Department of Housing and Urban Development (HUD).

Potential Additional Legal Counsel. If the successful proposer does not have in-house qualified person to provide any services required by the Agency, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Agency. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Agency will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the Agency to the successful proposer only, as the successful proposer will be considered the “Prime Contractor.”

Potential Multiple Awards. The Agency reserves the right to, at any time during the ensuing contract period(s), make an additional award to another firm or firms that has responded to this RFP with a proposal submittal.

Potential Additional Competitive Solicitations. The Agency reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of the Agency to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

Proposer shall detail in its submission the expected turnaround time on requests made by PCHA for routine legal advice and the priority that will be given to requests requiring in-depth research, as the PCHA seeks to have all matters involving legal counsel proceed in a timely manner.

B-3 Qualifications

The PCHA will consider legal firms which hold the following qualifications:

1. Documented experience (minimum of five (5) years) developing and/or litigating construction and design services contracts.
2. Documented experience (minimum of five (5) years) with Public Housing and Housing Choice Voucher (HCV) Program legal issues, including specific familiarity with the applicable local and federal public housing statutes and regulations, Fair Housing laws, Equal Employment Opportunity laws, and residential and commercial real estate.
3. Documented experience (minimum of five (5) recent closings) with bond closings.
4. Documented experience (minimum of five (5) recent closings) with real estate closings with low income housing tax credits.
5. Documented experience (minimum of five (5) years) with releases of Declaration of Trusts.
6. The firm and all individuals assigned to provide legal services must be free at all times from conflicts of interest due to other engagements, work performed, personal or business dealings. Any conflict, apparent or actual, must be disclosed to the PCHA in writing.
7. During the performance of the contract, the Proposer affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, familial status, genetic identity or physical handicap. This shall include, but not be limited to, the following: employment upgrading, promotion or transfer, recruiting and recruitment advertising, layoff determination, rate of pay and other forms of compensation, and selection for training.
8. The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will normally not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms. However, during the course of the contract term the successful proposer may be requested to provide specific training to board members/staff in their areas of expertise.
9. PCHA reserves the right to retain separate counsel.

SECTION C

C-1 Evaluation Criteria

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

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed (see B-2, Statement of Work). Submission of a work plan, including the number of employees that will be directly assigned to the contract, with a brief description of their duties and proposed organizational structure. **(0 - 20 points)**
2. Qualifications/experience of the firm and assigned personnel (see B-3, Qualifications). This will be determined from resumes submitted and qualifications/experience of the firm. The evaluation of resumes, job descriptions, etc., will be used to rate proposers for this factor. **(0 - 35 points)**
3. Reputation of firm, and results of background check conducted by PCHA on the corporation/company and/or principals of the firm. PCHA background check may include criminal background/credit checks on the firm's principals/employees; any pending, current or prior lawsuits filed against the corporation, company and/or firm, and/or against its principals; and any pending, current or prior complaints made against the corporation/corporation/firm to the applicable Better Business Bureau, regulatory agencies, or other similar sources. Proposers must provide client listings for the last five (5) years with its proposal. The client listing must include a contact name, telephone number, email address, and current mailing address. PCHA will contact some or all of the clients listed. **(0 - 20 points)**
4. Fee structure: The estimated budget is subject to negotiation and funding availability. The fee structure is appropriate for the type of service requested. The fees are reasonable and competitive. **(0 - 20 points)**
5. Minority or Woman-Owned Business Enterprise certification (M/WBE), participation and/or joint venture. **(0 - 5 points)**
 - a. If Proposer's firm is a M/WBE designated firm, a copy of the state or local certification must be included in its proposal. **(3 points)**; or
 - b. If Proposer is joint venturing or subcontracting with a M/WBE firm, certification of joint venture partners or subcontractors must be provided. **(2 points)**; or
 - c. The Proposer is not a M/WBE designated firm and is not joint venturing or subcontracting with a M/WBE firm. **(0 points)**

TOTAL**100 Possible Points**

An evaluation committee shall evaluate and score each proposal using the method described in this request for proposal. An interview with finalists may or may not be required at the discretion of PCHA. In the event an interview is required, the interview will be evaluated using up to a possible ten (10) bonus points. Points awarded will be added to Proposer's final score. All Proposers, or only Proposers who fall within the competitive range, may or may not be interviewed.

C-2 Due Date of Proposal

Proposals are due at the PCHA office by **2:00 PM Eastern Time (ET) on August 9, 2024**, mailed or delivered to the attention of: Jameel Barnes, Director of Procurement Services, Pinellas County Housing Authority, 11479 Ulmerton Road, Largo, FL 33778.

Any questions regarding this RFP may be directed to Mr. Jameel Barnes. If the question is regarding the Statement of Work or Evaluation Criteria, please submit the question in writing to JBarnes@pinellashousing.com. Other questions may be addressed in writing via email to Jameel Barnes. Responses to all questions will be answered and distributed to all Proposers.

C-3 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 likelihood 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 afforded 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 deficiencies, if any, 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. Proposed fees are subject to negotiation. 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. PCHA shall establish a common deadline for receipt of proposal revisions.

The evaluation committee shall make a recommendation to the Executive Director or his/her designee. The Executive Director shall make a recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm(s) to be awarded a contract. A contract will be awarded to the Proposer whose proposal

best meets the needs and requirements of PCHA for the best value, as determined by the Housing Authority in its sole discretion.

Failure to meet the threshold requirements may result in rejection of the proposal. PCHA reserves the right to reject any and all bids, to award one or more contracts or no contract. PCHA reserves the right to reject any or all proposals/bids if such action is determined by the Housing Authority in its sole discretion to be 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 cancel this solicitation or to award one or more contracts or no contract for any reason it deems is in the best interest of the agency.

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 Availability of the RFP Package

The RFP package may be obtained via download from the Housing Agency Marketplace, PCHA's eProcurement partner. To download a pdf of the solicitation, access PCHA's website at www.pinellashousing.com. From the 'Do Business with PCHA' menu, select 'Businesses and Vendors', and click on the Housing Agency Marketplace logo (registration is required). The RFP package may also be obtained in person from the PCHA at 11479 Ulmerton Road, Largo, FL 33778. RFP packages may be mailed via United States Postal Service Priority Mail upon request. RFP packages may be shipped by other means provided the requester is willing to bear the cost of postage. All RFP package shipments must be pre-paid. The PCHA will not honor requests for COD shipments or facsimile transmission of the package.

E-3 Acceptance of Proposals

Proposal must be signed, sealed, and received in completed form at the administrative offices of the Pinellas County Housing Authority located at 11479 Ulmerton Road, Largo, FL 33778 no later than the proposal submission time and date. Proposals submitted after the designated date and hour will not be accepted for any reason.

PCHA reserves the right to accept or reject any or all Proposals, to take exception to these RFP specifications or to waive any irregularities and/or informalities. Proposer may be excluded from further consideration for failure to comply fully with the specifications of this RFP.

PCHA also reserves the right to reject the Proposal of any Proposer who has previously

failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

E-4 Confidential Material

Any material submitted by a Proposer that is to be considered as confidential must be clearly marked as such.

E-5 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-6 Withdrawal of Proposals

Proposal may be withdrawn on a written or telegraphic (faxed) 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 telegraphic 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-7 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-8 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-9 Ineligible Contractors

PCHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the Governmental Services Agency (GSA) List of Parties Excluded from Federal Procurement and Non-procurement Programs.

E-10 Award of Contracts

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 to be in the best interest of PCHA. The Proposer to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval.

No information regarding the proposals, or evaluation thereof, will be released prior to approval of contract award by PCHA's Board of Commissioners.

SECTION F

F-1 Mandatory Contract Clauses

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

SECTION G

G-1 Insurance

The Manager shall maintain at its expense during the term of the Contract the following insurance:

- (1) Professional Liability Insurance in the amount of \$1,000,000.
- (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Florida No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence.
- (3) Worker's Compensation Employer's Liability per statutory requirements.

The PCHA shall be named as additional insured on all policies.

The Manager shall not hold the PCHA liable for any personal injury, or any damages whatsoever, incurred by it or its employee, agent or consultant, contractor or subcontractor while working on this project. The Firm agrees to hold the PCHA harmless from any such claim by its employees, agents, consultants, contractor, or sub-contractor, unless a Court having jurisdiction finds there is gross negligence of an employee of the PCHA while acting within the scope of their employment.

SECTION H

H-1 Submission Requirements: Proposers shall submit proposals incorporating the following elements:

1. The name of the Proposer and the location of the principal place of business.
2. Description of the general nature of the proposer's current practice including any designated areas of practice and certifications the firm holds.
3. A response to the Evaluation Factors as listed in Section C of this RFP.

H-2 Submission Place: Proposals shall be submitted to:

Pinellas County Housing Authority
Attn: Jameel Barnes, Director of Procurement
11479 Ulmerton Road
Largo, FL 33778

H-3 Submission Method: One (1) unbound original and six (6) bound copies of the written proposal shall be submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the proposal number and title, and name of the proposing firm.

H-4 Submission Date and Time: **Proposals must be received by 2:00 p.m. ET on August 9, 2024.** Proposals will not be opened publicly. It is the Proposer's responsibility to ensure that its proposal is delivered at the proper time and place. Proposals, which for any reason are not timely delivered, will not be considered and will be returned unopened. Offers by telegram, facsimile or telephone are not acceptable. PCHA staff designated to receive proposals will determine the specified time the proposal has arrived. No responsibility will attach to an officer, employee, or agent of PCHA for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the submission place using the submission method, by the submission date and time.

H-5 Execution of Proposal: The original proposal must contain a manual signature of an authorized representative of the Proposer. The proposal must be typed or printed in ink. Use of erasable ink is not permitted. The authorized representative must initial all corrections made on the proposal sheets. The proposal must include all documents, materials and information required herein.

SECTION I

I-1 M/WBE Participation

In accordance with 2 CFR Part 200.321, it is PCHA's goal to have minority and woman-owned business enterprise (M/WBE) participation to the greatest extent possible in its contracting efforts. Therefore, the selected Proposer's firm that is not designated as a M/WBE will be required to take all necessary affirmative steps to assure that M/WBE businesses are used whenever possible. All Proposers must submit PCHA's M/WBE Utilization Summary (Exhibit I, hereto) as part of their Proposal. Certified M/WBE firms must submit copies of its Certification from any governmental certifying agency.

PCHA encourages joint ventures and/or partnerships with qualified M/WBE firms. The names of all contractors/subcontractors with whom a Proposer is interested in forming a joint venture or partnership on this project should be included in the Proposal. PCHA reserves the right at its own discretion to reject any subcontractor recommended in the proposal.

Each joint venture business must submit all forms required herein. Each M/WBE business

must submit a statement of its intent to participate and its certification(s) with the proposal. In addition, the joint venture partnership agreement must be provided with the proposal.

SECTION J

J-1 Section 3 Requirements

Pursuant to 24 CFR, the Proposer shall comply with PCHA's approved Section 3 Policy and Procedures, as attached hereto, relative to residents for the contract awarded by PCHA. Each Proposal shall include a plan for employment and training of Section 3 Residents, which shall be used to determine the number and type of positions, to be filled by qualified Section 3 residents.

The selected Provider and all subcontractors shall be required to consider employment applications from Section 3 residents, as a material term of any contract resulting from this RFP.

Furthermore, the Proposer shall describe in detail how it plans to use the services of PCHA/Section 3 Resident-owned Businesses or businesses that employ significant numbers of Section 3 Residents to meet its Section 3 obligations.

The following clause will be a part of any contract that is signed by PCHA.

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

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

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

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

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

SECTION K

K-1 List of Attachments

The following attachments are required and/or included as part of this RFP and shall be incorporated into the Proposer's proposal/contract, as applicable:

- Exhibit A: Form HUD 5369-B, Instructions to Offerors, Non-Construction
- Exhibit B: Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- Exhibit C: HUD 5370-C, General Conditions for Non-Construction Contracts, Section 1
- Exhibit D: Non-Collusive Affidavit of Contractor
- Exhibit E: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Exhibit F: Sample Contract
- Exhibit G: Sample Notice to Proceed
- Exhibit H: Minority and Women-Owned Business Enterprise (M/WBE) Certificate, if applicable
- Exhibit I: M/WBE Utilization Summary
- Exhibit J: Section 3 Contracting Procedures, Guidelines and Forms
- Exhibit K: Provider's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
- Exhibit L: Fee Proposal Form
- Exhibit M: Contract Provisions - 2 CFR200.326
- Exhibit N: Mailing Label
- Exhibit O: Proposal Checklist

END RFP DOCUMENT



EXHIBIT A

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

Instructions to Offerors Non-Construction

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

11111111

-03291 -

1. Preparation of Offers

the ability to obtain them;

(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

- (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, offerers 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 protester.

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

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance)
- 2) **greater than \$105,000 - use Section I;**
Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the

performance of this contract; or,

- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy

of the product to the HA within 7 days of notification or a later date if extended by the HA.

- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former

Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the

project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,

- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local

government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (i) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to

expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such

person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an

agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to

formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about

initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other

subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are

permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause,

does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award

documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this

section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in

subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of

sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products

or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any

payment prohibited by this clause.

pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the

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

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

Part 135 regulations.

may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

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

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

- (1) The work to be performed by the classification

required is not performed by a classification in the wage determination;

- (2) The classification is utilized in the area by the industry; and

- (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the

wage determination.

- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment

and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall

contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



EXHIBIT D

Non-Collusive Affidavit of Provider

NON-COLLUSIVE AFFIDAVIT OF PROVIDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that: _____ (a partner or officer of the firm of, etc.) is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, 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 or bid are true.

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this

_____ day of _____, 20_____.

STATE OF

NOTARY PUBLIC

My commission expires _____, 20_____.

Personally known ☐

OR produced identification ☐

(Type of identification)



EXHIBIT E

**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 _____, 2____, 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

Sample Contract



**CONTRACT BETWEEN
THE PINELLAS COUNTY HOUSING AUTHORITY
AND _____
FOR GENERAL COUNSEL LEGAL SERVICES
CONTRACT # 24-003**

THIS AGREEMENT made as of this _____ day of _____ in the year of Two Thousand Twenty-Four (2024) 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 _____, hereafter referred to collectively as "Provider".

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

ARTICLE 1. Statement of Work. Provider will perform, but only as requested by PCHA, general counsel legal services, including but not limited to, advice to the Board of Commissioners and the Executive Director on all legal matters affecting the Housing Authority. The work is further described in RFP # 24-003 and Provider's proposal attached hereto as Part A and Part B, respectively.

ARTICLE 2. Term. Services provided by Provider hereunder shall commence upon execution of this Contract, and shall remain in full force and effect for a performance period of three (3) years, with an option to extend the contract term for two (2) additional one-year terms.

ARTICLE 3. Contract Price. PCHA shall pay Provider for the performance of the Contract in current funds for a firm fixed annual fee Not-to-Exceed _____ and 00/100 dollars (\$ _____ .00) to include all costs associated with the provision of general counsel legal services for the initial term.

ARTICLE 4. Payment. PCHA will pay Provider for services performed hereunder at the maximum rate of _____ Dollars (\$ _____ .00) per hour for General Counsel Attorneys, and a maximum rate of _____ Dollars (\$ _____ .00) per hour for Real Estate Attorneys, with respect to specified legal services performed under the Contract and that Provider is entitled to receive the amount requisitioned. In addition to the compensation provided herein, PCHA will reimburse Provider for the following expenses, including but not limited to, and subject to the approval of the Executive Director of PCHA: photocopying, courier and delivery charges, long-distance telephone, and telecopy charges.

ARTICLE 5. Venue and Jurisdiction. 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.

ARTICLE 6. Insurance. Provider agrees to provide insurance certifications as stated in RFP #24-003 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. In the course of performing the services under this Agreement, the Provider shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, subcontractors or equipment. To the extent any such claim is made or determined payable against PCHA, the Provider further shall indemnify and hold PCHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the performance of services undertaken by the Provider, its employees, subcontractors or agents and arising out of any other operation no matter by whom performed for and on behalf of the Provider, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by the Provider or PCHA. No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or inequity.

ARTICLE 8. Termination. PCHA shall have the right to terminate this Agreement, with or without cause in accordance with the General Conditions for Non-Construction Contracts, attached hereto.

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 three (3) years after PCHA makes final payment hereunder.

ARTICLE 11. Personnel. A list of personnel who shall be employed by Provider to perform the services described herein, and who were named in RFP # 24-003, is attached hereto as Part B. Any sub-providers and substitutions for named personnel shall be subject to PCHA review and approval. 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 will state in its subcontracts that the subcontracts are assignable to PCHA at PCHA's discretion. Provider will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with services herein without prior approval of the PCHA Board of Commissioners and/or Executive Director. All other counsel, specialists or experts shall be supervised by Provider and Provider shall review and approve all statements for services rendered before presentation to PCHA for payment.

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 applicable 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, Provider 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 subcontractors or consultant for any purpose in the performance of its services under this Agreement;

That the Provider and its subcontractors, 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 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 Provider 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 Provider has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the Provider 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 Provider. As stated below, the Provider may contact the PCHA'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Provider is advised to seek independent legal counsel as to its legal obligations. The PCHA cannot provide the Provider advice regarding its legal rights or obligations.

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

- i) Leslie Boswell, Human Resource 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 Provider is providing services and is acting on behalf of the PCHA as provided under Florida Statutes Section 119.011(2), the Provider 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 Provider 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 Provider or keep and maintain public records required by the PCHA to perform the service. If the Provider transfers all public records to the PCHA upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider 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 Provider 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 the terms and conditions of which being binding upon the Provider regardless of whether the Provider is referenced as the Proposer, Successful Proposer, Bidder/Offeror or Provider, as is fully set forth in this Contract.

This Instrument and:

- Part A. RFP # 24-003 and all exhibits and addenda
- Part B. Provider's Response to RFP #24-003 dated_____, 2024
- Part C. Notice to Proceed
- Part D. General Conditions for Non-Construction Contracts (form HUD-5370-C)
- Part E. Section 3 Opportunities Plan
- Part F. Certificate of Liability Insurance, naming PCHA as additional insured

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 in **TWO** (2) original counterparts as of the day and year first above written.

SIGNED this _____ day of _____, 2024.

PINELLAS COUNTY
HOUSING AUTHORITY

BY: _____
NAME: Neil Brickfield
TITLE: Executive Director

BUSINESS ADDRESS:
11479 Ulmerton Road
Largo, FL 33778

ATTEST:

BY: _____
NAME: _____
TITLE: _____

BUSINESS ADDRESS:

ATTEST:



EXHIBIT G

Sample Notice to Proceed



PINELLAS COUNTY HOUSING AUTHORITY

NOTICE TO PROCEED

CONTRACTOR NAME:
STREET ADDRESS:

CONTRACT NO.: 24-003
DATE:

CITY, STATE, ZIP:
TELEPHONE:

PROJECT: General Counsel Legal Services
LOCATION:

TO WHOM IT MAY CONCERN:

Pursuant to the terms of your Contract dated _____ with PCHA for Contract Number 24-003, you are hereby notified and are hereby authorized to commence work as stated in Article 1 of said contract for general counsel legal services as further described in RFP# 24-003, at the start of business on _____.

Please note carefully and fulfill the requirements of PCHA relative to the submittal and approval of workers' compensation, automobile and professional liability insurance as listed under Section G of RFP# 24-003.

You are informed that _____, 727-443-7684, extension _____, is duly authorized to administer your contract for, and in the name of, the Pinellas County Housing Authority.

Under separate cover, there is being forwarded to you one set of the contract documents.

Please acknowledge receipt of this Notice by signing and dating two (2) originals. Please retain one executed copy for your files and return the other original promptly to this office.

ACCEPTED: _____

BY: _____
NAME: _____
TITLE: _____

PINELLAS COUNTY HOUSING AUTHORITY

BY: _____
NAME: Neil Brickfield
TITLE: Executive Director

DATE: _____, 2024



EXHIBIT H

Minority and Women-Owned Business Enterprise (M/WBE)

Certificate, if applicable



EXHIBIT I

M/WBE Utilization Summary



INSTRUCTIONS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) UTILIZATION SUMMARY

The Pinellas County Housing Authority (PCHA) is required by federal law as a Public Housing Agency to promote economic opportunities for the clientele it serves. Toward that end, PCHA recognizes and considers the efforts of its Proposers in enlisting the services of small disadvantaged businesses. The Utilization Summary included herein must be completed and submitted by each Proposer. It is designed to monitor the Proposer's commitment to fulfilling PCHA's objectives in promoting economic opportunities for small disadvantaged businesses. The following instructions are designed to assist in the preparation of the Utilization Summary.

1. Enter the dollar amount of the base bid submitted by Proposer.
2. Indicate what dollar amount of the base bid Proposer intends to utilize in partnering, joint-venturing, or subcontracting with Minority/Woman-Owned Businesses as defined at the bottom of the Utilization Summary page. If no M/WBE participation is anticipated, enter \$0.00 as the 'Total M/WBE Goal'.
3. Enter the complete name and address of the Minority/Woman-Owned Business Enterprise(s) that Proposer intends to utilize.
4. Specify the trade, telephone number, and anticipated dollar amount to be paid to the firms named.
5. Provider's representative signs and dates Utilization Summary.
6. Submit Utilization Summary with proposal.
7. After the contract is awarded, each invoice or draw request submitted by Provider must include a copy of Utilization Summary to include the total dollars allocated to M/WBE firms from the contract amount, as well as the percentage (%) of the base bid.
8. Provider's representative signs and submits Utilization Summary with each invoice or draw request.
9. Attach a copy of the M/WBE's current certificate.

MINORITY AND/OR WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE) UTILIZATION SUMMARY

Description of work: _____

Project# _____

Base Bid\$ _____

Total M/WBE Goal\$ _ _ _ _ _

[illegible]

Total Dollar Amount Achieved for Goal \$ _____ (PCHA Use Only)

M/WBE D Percentage of Base Bid Achieved % (Percentage may be rounded to the nearest tenth%) (PCHA Use Only)

Note: If the Utilization Summary Form does not indicate that the goal has been met, then the prime Provider must include with its payment/draw request to the PINELLAS COUNTY HOUSING AUTHORITY all documentation of good faith efforts to comply with the Contract for Non-Construction.

Certified True and Correct by _____

Provider's Representative	Title	Date



EXHIBIT J

Section 3 Plan Contracting Procedures, Guidelines and Forms



SECTION 3 PLAN

FOR

THE PINELLAS COUNTY

HOUSING AUTHORITY

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Exhibits/Forms

Exhibit 1: PCHA Contracting Policy & Procedure

Exhibit 2: PCHA Opportunities Plan

General Policy Statement

It is the policy of the Pinellas County Housing Authority (PCHA) to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The PCHA implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the PCHA and other qualified low, very low, and extremely low-income persons residing within PCHA's jurisdiction.

This policy shall result in a reasonable level of success in the recruitment, employment, and utilization of PCHA residents and other eligible persons and businesses by PCHA contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The PCHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to PCHA residents prior to acting on any proposed contract award.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the Pinellas County Housing Authority to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents, section 8 recipients and other low-income persons, government housing assistance, and business concerns that provide economic opportunities to Housing Authority residents and other low- and very-low income persons.

Section 3 Contracting Policy and Procedure

The PCHA will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. Contractors must comply with the Davis Bacon Act. The Section 3 Contracting Policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference (CBE) shall be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section prior to submitting bids/proposals to the PCHA. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The Procurement Policy of the PCHA encourages Small Disadvantaged Businesses (SDB) and Minority and Women Business Enterprises (M/WBE) to participate in contract awards.

Section 3 Plan

The Pinellas County Housing Authority, in conjunction with the Pinellas County Community Development Department will develop a Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3

PCHA's intent to develop this plan is to include input from various county departments to include Community Development, Housing and Neighborhood Improvements, Purchasing, as well as HUD. Where applicable, input from other agencies and companies will be considered.

Section 3 Employment & Training Goals

It is the policy of the PCHA to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). PCHA has established employment, and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. Numerical goals for meeting the hiring and training requirements of PCHA, to the greatest extent feasible, is 30% per year.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. **All contractors submitting bids or proposals to the PCHA are required to certify that they will comply with the requirements of Section 3 by completing the Section 3 Opportunities Plan or their bids may be deemed non-responsive.**

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included on Page 10 of Exhibit 1, hereto.

Section 3 Program Participant Certification Procedure

The PCHA will certify Section 3 program participants who meet the income eligibility requirements and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Page 12 of Exhibit 1 - Section 3 Participant Eligibility for Preference form).

- All persons who meet the Section 3 eligibility guidelines can, by appointment, visit with the designated PCHA staff to complete a job readiness assessment.
- Once this assessment is complete, the designated PCHA staff will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are equipped to address the individual's needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of the PCHA's commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

Resident Hiring Requirements

The PCHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to provide unskilled labor will be able to participate in PCHA's contracted labor efforts. A prime contractor may satisfy PCHA resident hiring requirements through its subcontractors.

TOTAL LABOR DOLLARS CONSTRUCTION USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 - 1/2% of the labor dollars

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Rainbow Village or Lakeside Terrace public housing residents, section 8 recipients or subcontract/joint venture with a business that employs full-time, 30% or more Rainbow Village or Lakeside Terrace public housing residents, Section 8 recipients or specific low, very low-income, and extremely low-income individuals within a 50 mile radius of the site where the project commences.
2. Direct hiring of qualified Pinellas County Housing Authority's Rainbow Village or Lakeside Terrace public housing residents, Section 8 recipients and/or low and very low-income neighborhood residents and provide job training to Section 3 residents if there are no qualified individuals for open positions.
3. Contractor makes a contribution to PCHA's Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth above.

Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

The PCHA will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals as follows:

- The contractor submits a list to the designated PCHA staff, of the number and type of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- PCHA's designated staff will provide the contractor with a list of interested and qualified Section 3 residents.
- PCHA's designated staff will provide contractor with a list of appropriate Section 3 business concerns interested and qualified to provide desired services.
- PCHA's designated staff will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- PCHA's designated staff will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

Preference for Contracting with Section 3 Business Concerns

The PCHA, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts with Section 3 business concerns in the following order of priority and to expend greatest extent feasible efforts to achieve, at a minimum, the numerical goals PCHA has established:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** HUD Youthbuild programs being carried out in PCHA's jurisdiction which Section 3 covered assistance is expended.
- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contracting goals for awards to Section 3 Business Concerns (CBE) are at least ten percent (10%) of the total dollar amount of all Section 3 related contracts for the building trades work (for rehabilitation, construction, maintenance, repair, modernization or development of public housing and at least three percent (3%) of all other Section 3 contracts.

Bids received from Section 3 Business concerns must be within the maximum total contract price established in PCHA's budget for the specific project, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

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

Resident-Owned Business Contracting

PCHA will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing agency residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to PCHA that shows how each of the following requirements have been met:

- submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- disclose to the PCHA designated staff, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. PCHA will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best business, economic and service interests of the authority.

Efforts to Award Contract Opportunities to Section 3 Business Concerns

The PCHA may use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, and posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on PCHA's contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the Pinellas County Economic Development Department business assistance agencies, Small Disadvantaged, Minority and Women's Business Enterprise (S/M/WBE) contractor associations, and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist PCHA with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

Section 3 Residents Recruitment, Training, and Employment Goals

PCHA may develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Advertise training opportunities by distributing flyers, mailings, and posting in common areas of the housing developments as well as all PCHA public housing management offices.
- Contact resident councils as well as neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.
- Advertise employment opportunities by posting job vacancies in common areas of all of the PCHA's housing developments as well as contacting resident councils and neighborhood community organizations.
- Develop a database of certified Section 3 residents of public housing and other Section 3 residents, including skill assessment and eligible qualified Section 3 Business concerns.
- Develop relationships with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

Employment of Section 3 Program Participants

- The PCHA designated staff will conduct a pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be resolved between the employee and employer, the PCHA designated staff will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. Written documentation of the problem should be submitted to the PCHA designated staff.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a PCHA lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with PCHA (current documented eviction, criminal and drug activity, trespassing, etc.)
- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive referrals for help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources.

Contractor's Requirements in Employing Section 3 participants:

Under the Pinellas County Housing Authority's Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - - a) **Category 1 - Section 3 Resident**
Residents of the housing development for which the contract shall be expended.
 - b) **Category 2 - Section 3 Resident**
Residents of other PCHA housing developments.
 - c) **Category 3 - Section 3 Resident**
Participants in HUD Youthbuild program being carried out in the project boundary area.
 - d) **Category 4 – Section 3 Resident**
Section 8 recipients and other eligible residents residing within 50 miles of the work to be completed (project), as established by PCHA, who meet the income guidelines for Section 3 preferences (refer to 24 CFR 135.5 Definitions).
- After the award of contracts, the contractor must, prior to beginning work provide the following:
 - names of the Section 3 business concerns (CBE) to be utilized,
 - estimates of the number of employees to be utilized for contract,
 - projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
 - efforts that will be utilized to seek Section 3 participants. (See Exhibit 2)
- Contractors must notify the PCHA designated staff of their interests regarding employment of Section 3 participants prior to hiring. The PCHA designated staff will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness and lease status (resident in good standing, not involved in any legal proceedings against/with the PCHA, etc.).
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the PCHA designated staff.
- Immediately notify the PCHA designated staff of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the PCHA designated staff if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the PCHA designated staff to determine if an investigation is warranted.

The types of employment opportunities generated by Section 3 covered assisted projects include management, administrative, and all construction trades (skilled and unskilled).

PCHA's Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, PCHA encourages submittal of such complaints to its PCHA designated staff as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The PCHA designated staff will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The PCHA designated staff will provide written documentation detailing the findings of the investigation to the Executive Director. The Executive Director will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the PCHA, a complaint may be filed with the local HUD FHEO Office or to:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

External Section 3 Complaint Procedure

Individuals and business concerns may, personally or through an authorized representative, file with the Executive Director of PCHA any complaints alleging noncompliance with Section 3 involving PCHA contracts at the following address:

Mr. Neil Brickfield
Executive Director
Pinellas County Housing Authority
11479 Ulmerton Road
Largo, Florida 33778

If the complaint cannot be satisfied through PCHA, the Assistant Secretary may be contacted for further resolution:

- Complaints of non-compliance should be filed in writing to the local HUDFHEO office or to:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)

www.hud.gov

www.espanol.hud.gov

A written complaint should contain:

- Name of person filing the complaint;
- Name and address of subject of complaint (HUD recipient or contractor);
- Description of acts or omissions in alleged violation of Section 3;
- Statement of corrective actions sought.

Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.

Definitions

Applicant - Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

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

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

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

Davis Bacon Act - The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Dept. of Labor) to all laborers and mechanics on Federal Government construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating of public buildings or public works.

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

Extremely Low-income person - families (including single persons) whose incomes do not exceed 30 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 30 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families

Housing Authority (HA) - Public Housing Agency.

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

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

Low-income person - families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

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

Neighborhood Area - (For HUD Housing Programs) a geographical location defined as an economically depressed area of Pinellas County by the PCHA.

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

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

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

Section 3 Business Concern - a business concern,

- 1) That is 51 percent or more owned by Section 3 residents; or

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

Section 3 Covered Assistance -

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

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

Section 3 Covered Contracts - a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

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

Section 3 Resident - a public housing resident or an individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low- and very low-income person.

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

Very low-income person - families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Section 3 Contract Clause

This clause specifies the requirements for contractors awarded contracts for Section 3 covered projects and must be included in all Section 3 covered projects. The Section 3 clause follows:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and, the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

This contracting clause is the sole purpose for which all Section 3 efforts are monitored for compliance.



PINELLAS COUNTY HOUSING AUTHORITY

Section 3 Contracting Policy and Procedure



Section 3 Contracting Policy and Procedure

INTRODUCTION

Mission Statement

As a leader and innovator, our mission is to provide safe, quality housing for persons in need and to cultivate healthy, vibrant neighborhoods for Pinellas County.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low and very-low income individuals. All contractors must comply with the Davis Bacon Act. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.

A business seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business qualifies as a Section 3-business. (Refer to What Is A Section 3 Business?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as a Section 3 business, but who enter into contracts with the Pinellas County Housing Authority must agree to comply with the required Section 3 Clause, attached hereto. All contractors and subcontractors, including Section 3 businesses, must comply with these requirements. Included, is the requirement that each contractor and subcontractor submit a report of Section 3 compliance with each pay request (refer to Section 3 Compliance Report). Failure to comply with these requirements may lead to sanctions, which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this information to:

Miriam Torres

Interim HCV Director

Pinellas County Housing Authority

(727) 443-7684 X3048

Email Address: mtorres@pinellashousing.com

WHAT IS A SECTION 3 BUSINESS?

A Section 3 Business is a business, as defined in this section--

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. In which at least thirty percent (30%) of its permanent, full-time employees include persons who are certified as Section 3 residents, or whom within three years of the date of first employment were Section 3 residents; or
3. That provides evidence of a commitment to subcontract to businesses that meet the qualifications set forth in items (1) or (2) above, in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Page 11).

WHO IS A SECTION 3 RESIDENT?

For purposes of the Pinellas County Housing Authority, a Section 3 resident is:

1. A public housing resident;
2. Youthbuild participants;
3. Section 8 recipients and other individuals who reside in the jurisdictional boundaries of the Pinellas County Housing Authority whose income fall within the guidelines for low and very low-income persons.

ORDER OF PROVIDING PREFERENCE SECTION 3 BUSINESS CONCERN

When considering the award of contracts to Section 3 business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed.
2. A Section 3 business that is majority owned by resident(s) of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed.
3. HUD Youth build programs that are being carried out in the area in which the Section 3 covered assistance is expended.
4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or subcontracts in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Contracting goals for Section 3 business concerns are at least ten percent (10%) of the total dollar amount of all Section 3 related contracts for the building trades work (for rehabilitation, construction, maintenance, repair, modernization or development of public housing) and at least three percent (3%) of all other Section 3 contracts.

Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The Housing Authority will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Authority's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause in General Conditions for Construction Contracts and General Conditions of the Non-Construction Contract).

This will include:

1. Submitting a list of all positions necessary to complete contract, names of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order of priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135:

- 1. Category 1 – Section 3 Resident**
Residents of the housing development in which the contract shall be expended.
- 2. Category 2 – Section 3 Resident**
Residents of other housing developments managed by the Pinellas County Housing Authority (PCHA).
- 3. Category 3 – Section 3 Resident**
Participants in HUD Youthbuild program being carried out within PCHA's jurisdictional boundary.
- 4. Category 4 – Section 3 Resident**
Section 8 recipients and all other residents within PCHA's jurisdictional boundary who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.

The types of employment opportunities generated by Section 3 covered assisted projects include management, administrative, and all construction trades (skilled and unskilled).

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and, the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in

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

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CERTIFICATION FOR BUSINESSES SEEKING SECTION 3 PREFERENCE IN
CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ LLC
 ☐ Sole Proprietorship ☐ Joint Venture ☐ Other

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For the business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|---|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from date of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract (attach all documents below):

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

Print Authorized Name

Attested by: _____

Date: _____

(Corporate Seal)



Pinellas County Housing Authority
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and *Employment*

I, _____, am a legal resident of
(Name)

_____ and meet the
(Address)

income eligibility guidelines for a low- income person as published on the reverse.

My permanent address is:

I have attached the following documentation as evidence of my status:

- | | |
|--|--|
| <input type="checkbox"/> Copy of lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of Evidence of participation | <input type="checkbox"/> Other evidence in a public assistance program |

Signature

Date

Print Name

Telephone Number

E-mail Address: _____

PINELLAS COUNTY HOUSING AUTHORITY
Section 3 INCOME LIMITS for 2024

All residents of public housing developments of the Pinellas County Housing Authority qualify as Section 3 residents. Additionally, individuals residing within the PCHA's jurisdictional boundary who meet the income limits set forth below may also qualify for Section 3 resident status. (Income limits updated 7/01/2024)

A picture identification card and proof of current residency is required.

Eligibility Guideline

Number in Household	Low Income
1 individual	\$53,500
2 individuals	\$61,150
3 individuals	\$68,800
4 individuals	\$76,400
5 individuals	\$82,550
6 individuals	\$88,650
7 individuals	\$94,750
8 individuals	\$100,850

Resident Hiring Requirements

The PCHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to provide unskilled labor will be able to participate in PCHA's contracted labor efforts. A prime contractor may satisfy PCHA resident hiring requirements through its subcontractors.

USE TOTAL LABOR DOLLARS FOR CONSTRUCTION USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 - 1/2% of the labor dollars

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Rainbow Village or Lakeside Terrace public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more Rainbow Village or Lakeside Terrace public housing residents, or specific low, very low-income, and extremely low-income individuals within a 50 mile radius of the site where the project commences.
2. Direct hiring of qualified Pinellas County Housing Authority's Rainbow Village or Lakeside Terrace public housing residents, or Section 8 recipients and/or low and very low-income neighborhood residents and provide job training to Section 3 residents if there are no qualified individuals for open positions.
3. Contractor contributes to PCHA's Resident Education Fund to assist residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth above.

Exhibit 2

Contractor Name: _____

Representative Name: _____

SECTION 3 OPPORTUNITIES PLAN***Business Opportunities and Employment Training of the Pinellas County Housing Authority
Public Housing Residents and Low and Very Low Income Neighborhood Residents*****I. Opportunities Plan**

The Contractor is a Section 3 business or has identified _____ Section 3 resident owned business(es) or _____ business(es) which employ 30% or more Section 3 residents to comply with _____ % of its Section 3 requirements covered under Contract # _____. (Option 1)

Alternately, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and PCHA Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the PCHA public housing residents and low and very low income area residents, during the term of the contract between the Contractor and PCHA. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract # _____. The Contractor has committed to employ and/or train the following in order to comply with _____ % of its Section 3 requirements. (Option 2)

If compliance is not met 100% by the Option(s) chosen on page 2, the Contractor hereby agrees by signing below that any outstanding percentage remaining will be deducted from draw requests and placed in the PCHA's Section 3 Educational Fund Account.

II. Labor Survey:

SPEC OR RFP TITLE					SPEC OR RFP NUMBER		
(1) JOB TITLE	NUMBER OF POSITIONS					HIRING GOAL	
	(2) NEEDED	(3) FILLED			(4) TO BE FILLED	(a) LIPCHAR	(b) LIAR
		(a) TOTAL	(b) LIPCHAR	(c) LIAR			

Exhibit 2

III. Resident List

Section 3 Resident Employee Information (Jobs to be filled by LIPCHAR and LIAR)

JOB TITLE	LIPCHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

LIPCHAR = Low and Very Low Income Pinellas County Housing Authority Resident

LIAR = Low and Very Low Income Area Resident

Please check the Option(s) that describe your contracting efforts:

- ☐ Option 1: Contractor is, or Joint ventures with, or subcontract with Section 3 Certified Business.
- ☐ Option 2: Hire Section 3 certified residents who are qualified for open positions and provide job training to Section 3 residents if there are no qualified residents for open positions.
- ☐ Option 3: Contribute to PCHA's resident education and training fund.

In the event I am awarded the contract, I have the option to submit my check in the compliance amount at the start of contract date, or allow PCHA to deduct payment from my draw requests. (Compliance amount is calculated using the labor dollars of the contract award for construction projects and 100% of professional contract awards.)

You may comply by choosing one or all options. Remember, 100% of compliance is required or any remaining percentage will be deducted from your draw request and placed in the PCHA's resident education fund account. The level of contribution would be commensurate with the sliding scale set forth on page 14 of the Section 3 Contracting Policy.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor Name: _____

Representative Name and Title: _____

Contractor Representative's Signature: _____

Date: _____



EXHIBIT K

Contractor's Certification of Authorization to Execute Proposal/Agreement on Behalf of Company

**CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO
EXECUTE PROPOSAL/AGREEMENT ON BEHALF OF COMPANY**

I, _____, certify that I am the _____
of the corporation named as Contractor herein; that
_____, who signed this Proposal/Agreement on behalf of
the Contractor, was then _____ of said corporation; that said
Proposal/Agreement 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 L

Fee Proposal Form

FEE PROPOSAL FORM

PROJECT NAME: **General Counsel Legal Services**

FIRM NAME: _____

SIGNATURE OF FIRM REPRESENTATIVE: _____

Professional Staff (include taxes & benefits)

Position Title: _____ Rate per hour: \$ _____

Position Title: _____ Rate per hour: \$ _____

Position Title: _____ Rate per hour: \$ _____

Position Title: _____ Rate per hour: \$ _____

Subtotal Professional Staff Cost: \$ _____

Administrative Staff (include taxes & benefits)

Position Title: _____ Rate per hour: \$ _____

Position Title: _____ Rate per hour: \$ _____

Subtotal Administrative Staff Cost: \$ _____

Travel Costs: \$ _____

Training Costs: \$ _____

Office Expenses: \$ _____

Miscellaneous: \$ _____

Overhead: \$ _____

Subtotal Other Costs: \$ _____

Proposed Fee: \$ _____



EXHIBIT M

Contract Provisions-2 CFR 200.326

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Part 200, Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency(EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



EXHIBIT N

Mailing Label

Use the label below on
package when returning
bid response.



RFP#: 24-003 General Counsel Legal Services

Opening Date: Friday, August 9, 2024 by 2:00 p.m.

Proposer: _____

Deliver Proposal To:

PINELLAS COUNTY HOUSING AUTHORITY

ATTN: JAMEEL BARNES, DIRECTOR OF PROCUREMENT

11479 ULMERTON ROAD

LARGO, FL 33778



EXHIBIT Q

Proposal Checklist



Proposal Checklist

RFP# 24-003 General Counsel Legal Services

Business Name: _____

Business Address: _____

*Proposers shall submit one unbound, clearly marked original, six (6) exact copies, and one (1) USB flash drive of its proposal. The following supplemental forms **MUST** be completed and submitted on or before the due date:*

- _____ HUD Form 5369-C, Representations, Certifications, and other Statement of Bidders, Public and Indian Housing Programs (Exhibit B) **REQUIRED**
- _____ Non-Collusive Affidavit of Contractor/Subcontractor [notarized] (Exhibit D) **REQUIRED**
- _____ Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes [notarized] (Exhibit E) **REQUIRED**
- _____ Minority and/or Woman-Owned Business Certificate, if applicable (Exhibit H)
- _____ M/WBE Utilization Summary (Exhibit I) **REQUIRED**
- _____ Section 3 Opportunities Plan (Exhibit J) **REQUIRED**
- _____ Certification of Authorization to Execute Bid/Contract on Behalf of Company (Exhibit K) **REQUIRED**
- _____ Fee Proposal Form (Exhibit L) **REQUIRED**
- _____ Listing of All Contracts from the Past Five (5) Years **REQUIRED**
- _____ Certificate of Liability Insurance **REQUIRED**
- _____ Copies of Appropriate Certificate(s)/License(s) **REQUIRED**
- _____ Acknowledgement of Receipt of Documents, if applicable

Failure to complete, sign where required, have notarized where required, and return the above bid documents with your bid may render it non-responsive.