



REQUEST FOR PROPOSALS RFP # 24-008

FOR

PROPERTY MANAGEMENT SERVICES

DUE DATE: December 26, 2024

3:00 PM (EST)

**Palm Lake Village Housing Corporation
11479 Ulmerton Road
Largo, FL 33778**

Issue Date:	December 6, 2024
Deadline for questions:	December 18, 2024
Submission Deadline:	December 26, 2024

I. INVITATION

Palm Lake Village Housing Corporation, a Florida not for profit corporation (the "**Owner**"), owns, directly or through an affiliate, multiple assisted living facilities located in Pinellas County, Florida (collectively, the "**Facilities**" and each, a "**Facility**"). The Owner invites experienced property managers and property management firms (each, a "**Respondent**") to submit proposals (each, a "**Proposal**") to provide property management services for the Owner at one or multiple Facilities, the number of which the Owner shall determine at its sole discretion. If Respondent has demonstrated experience in providing property management services to affordable rental properties and is interested in making its property management services available to the Owner, Respondent is requested to respond to this Request for Proposal (this "**RFP**").

One (1) original and four (4) copies of the Proposal or one (1) copy of the Proposal should be emailed to JBarnes@Pinellashousing.com and must be received no later than 3:00 P.M., EST on December 26, 2024. Proposals should be directed to:

PALM LAKE VILLAGE HOUSING CORPORATION
PROPOSAL FOR PROPERTY MANAGEMENT SERVICES
11479 ULMERTON ROAD
LARGO, FL 33778
ATTENTION: NEIL BRICKFIELD, SECRETARY

Any questions pertaining to this RFP must be in writing and directed and addressed to PALM LAKE VILLAGE HOUSING CORPORATION, PROPOSAL FOR PROPERTY MANAGEMENT SERVICES, 11479 ULMERTON ROAD, LARGO, FL 33778, ATTENTION: Jameel Barnes, Director of Procurement, or e-mailed to JBarnes@Pinellashousing.com no later than 3:00 P.M., EST on December 18, 2024. Copies of all inquiries and the Owner's responses will be sent to all Respondents who received a copy of this RFP from the Owner no later than three (3) days prior to the Proposal submission date. Minority-owned and women-owned business enterprises are encouraged to respond to this RFP.

Copies of any written addenda to this RFP will be provided to all Respondents who receive a copy of this RFP from the Owner no later than three (3) days prior to the Proposal submission date and all such addenda shall become part of this RFP.

Before the commencement of any property management activities, the Owner and the successful Respondent will enter into a mutually agreeable property management agreement setting forth the terms and conditions for the provision of property management services to each managed Facility (the "**Management Agreement**"), which will be subject to the approvals of the board of directors of the Owner.

II. BACKGROUND

The Owner, directly or through an affiliate, owns multiple assisted living facilities in Pinellas County, Florida. The Owner desires one or more management companies to manage one or multiple Facilities, the number of which the Owner shall determine at its sole discretion. The Owner has an immediate need for property management services from a provider with experience with property management of assisted living facilities.

III. SCOPE OF SERVICES

The following is a representative list of the expected responsibilities of the selected Respondent. The following list is not inclusive of all duties. Such duties will ultimately be set forth in the Management Agreement.

A. Staffing

Respondent will be responsible for the recruitment, assignment, supervision and, if necessary, termination of all site staff, as well as maintaining satisfactory standards of employee performance. Respondent will be responsible for payment of all wages, benefits and payroll taxes for all site employees, subject to all federal, state and local regulations.

Respondent must provide the Owner with the qualifications of the prospective site managers and maintenance supervisors or maintenance managers prior to being assigned to the site. The person occupying the position of site manager must have site management experience, with experience at assisted living properties and property management certification such as CPM, ARM or PHM preferred. The person managing maintenance operations must have experience in property maintenance, including in a supervisory position and hold appropriate licenses.

B. Office Space

Respondent will maintain an on-site management office for conducting activities related to the management of each managed Facility in the space provided by the Owner. Business activities not related to management of the applicable Facility may not be conducted at the on-site office. The office must be staffed and open to residents during normal business hours, five days per week.

C. Tenant Selection and Leasing

Respondent will be responsible for establishing marketing programs for the leasing of all units at each managed Facility per any lender, investor or regulator requirements and in accordance with the Management Plan agreed upon by the Respondent and the Owner for such Facility. Respondent will further be responsible for the final approval, qualification and screening of all applicants, and preparing and executing all leases and, where required, parking permits.

Respondent will ensure that all tenants are eligible persons pursuant to all federal, state and local requirements, (additional requirements may be identified by the Owner throughout the term of the contract), as applicable.

D. Rent Collection and Security Deposits

Respondent will be responsible for collecting rents and charges owed by residents, as well as any and all requests necessary for any applicable subsidy funding. All rents will be deposited in the applicable Facility's operating account. Respondent will be responsible for collecting, depositing and disbursing resident security deposits and maintaining related records.

E. Lease Enforcement

Respondent will be responsible for enforcing compliance with the terms of tenant leases, as well as termination of lease and pursuance of eviction actions, including serving notices to vacate and filing judicial actions, using its own legal counsel and in consultation with the Owner.

F. Ordinary Maintenance and Repair

Respondent will be responsible for maintaining each managed Facility in a decent, safe and sanitary condition. Respondent's responsibilities for property maintenance will include:

- (1) Prompt responses to all resident maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards;
- (2) Responding to any emergency, health or safety matter within [____] hours as set forth in the Management Plan
- (3) Maintenance of the units in compliance with applicable governmental and Owner standards and applicable local codes at all times;
- (4) Securing each managed Facility against unauthorized entry, including maintenance of lockable doors and windows and other existing security features and components, such as window bars, security booths and security devices, as well as securing unoccupied units against unauthorized entry and damage;
- (5) Removing trash and rubbish from common areas and vacant units as necessary and removing, within 24 hours, any graffiti observed on the site;
- (6) Maintaining and cleaning ground areas, including lawn areas, shrubbery, bushes, trees, fence lines, alley rights-of-ways and sidewalk areas;
- (7) Motivating and educating residents to maintain a clean environment through day-to-day interactions and organized programs; and
- (8) Maintaining 24-hour, 7-day maintenance coverage for each managed Facility, including a contact telephone number for emergency maintenance requests.

Respondent may, subject to Owner approval, subcontract for maintenance work with qualified subcontractors. Respondent will present a comprehensive maintenance plan specifying how maintenance requests will be processed and how all required maintenance work will be scheduled

and performed. The Owner encourages the use of Section 3 qualified and local vendors to provide such services.

G. Inspections

Respondent will be expected to perform regular inspections of grounds, building exteriors, building systems and interior common areas of each managed Facility. Respondent must also conduct inspections on all units, grounds, building exteriors, building systems and interior common areas at the site, at least annually, to ensure compliance with applicable local codes and Owner standards and requirements. The Owner may conduct its own inspections of every unit at least every two years and may also conduct inspections as needed or upon request of any resident.

H. Compliance

Respondent will outline a detailed compliance plan that is consistent with all state and local regulations and requirements.

I. Preventive Maintenance

Respondent will be expected to take a proactive approach to maintenance and perform all needed preventative maintenance work at each managed Facility. Respondent will submit to the Owner within 60 days of assuming management of the applicable Facility a preventive maintenance plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule for each item.

J. Major Systems Regular and Extraordinary Maintenance

Respondent will have primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, interior and exterior walls. Respondent will also be responsible for performing any other necessary extraordinary maintenance and repair work. Respondent must obtain prior approval from the Owner before performing any extraordinary maintenance work, including the major systems work specified above. The Owner may at any time assume responsibility for performing any or all major systems maintenance and repair and may adjust the operating budget of each managed Facility accordingly.

K. Fixed Assets and Building Equipment

Respondent will be responsible for maintaining a complete and up-to-date inventory list of all fixed assets at each managed Facility, including appliances, fixtures, furniture, building equipment, and maintenance equipment, as well as maintaining current keys to all units and common areas.

L. Evictions

Respondent will facilitate evictions of non-paying tenants and tenants who violate other terms of the tenant leases, when necessary and pursuant to federal, state or local rules or regulations; in accord with all ALF local and state regulations.

M. Property Records

Respondent will be responsible for maintaining at each managed Facility a comprehensive and organized system of auditable records of all financial and management operations of such Facility in accordance with applicable federal and local statutes, regulations and sound business practices. This will include individual files for each resident and unit at each managed Facility, records of vacancies, rent collection, maintenance requests and performed, inspections and lease enforcement and security, budget and financial records and information related to fixed assets and equipment at each managed Facility.

N. Reports

Respondent will be required to submit the following reports to the Owner, lenders and investors:

Monthly	Monthly Financial Reports: Rent roll, receivables report, budget variance report, cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacancy turnover, maintenance work orders, preventive maintenance, lease enforcement, biannual inspections and security incidents.
Quarterly	Quarterly Report: Adjusted budget variance report and balance sheet. Quarterly reports to any applicable investors.
Annual	Financial Audit: A financial audit report prepared by a certified public accountant.
	Inspection Certification: Certification and reports of unit and common area inspections.

Respondent will be expected to submit other information on the financial, physical and/or operational condition of each managed Facility to the Owner upon reasonable notice. The Owner will specify the form of reports and what types of information they must contain. Respondent must be able to provide all required reports to the Owner in an electronic format.

O. Respondent Performance Standards

Respondent will be expected to adhere to the Owner's high-performance standards with regard to such areas as occupancy level, rent collections, maintenance performance, completion of unit inspections, tenant re-certifications and physical condition of the site.

P. Financial Management

Respondent will be responsible for remaining in compliance with the operating budget approved by the Owner. Budget revisions, including shifting amounts from one budget category to another, may only be done at mid-fiscal year and fiscal year end and must be approved by the Owner. Respondent will be required to report monthly to the Owner on rents collected, other income received, amounts disbursed from Facility funds and variances from the approved operating budget.

Respondent will be responsible for managing all site-operating funds. Respondent must keep operating funds, security deposits and reserves for each managed Facility in separate bank accounts and separate from all other Respondent funds.

Q. Purchasing/Subcontracting

Any subcontractor hired by Respondent must be advised that Respondent is not an agent of the Owner and cannot bind the Owner. Respondent is exclusively responsible for payment to subcontractors. Respondent will be authorized to subcontract for supplies, materials, equipment and services required for operation of each managed Facility, up to a maximum limit of \$5,000 per purchase. Any purchase over \$5,000 requires the express advance approval of the Owner. All purchases must be within the approved budget. Respondent will be responsible for ensuring that the quality of all materials and supplies purchased is up to Owner's standards and that all contracted services are completed in an acceptable and workmanlike manner. Respondent will be required to comply with certain Owner policies and U.S. Department of Housing and Urban Development ("**HUD**") regulation regarding procurement, which are available upon request.

R. MBE/WBE/SBE/Section 3 Respondent Outreach

Respondent will be responsible for performing outreach to and utilizing as much as possible the services of qualified minority-owned business enterprises ("**MBE**"), women-owned business enterprises ("**WBE**") and small business enterprises ("**SBE**"), as well as performing outreach to qualified residents and resident-owned businesses in accordance with Section 3 of the U.S. Housing and Community Development Act of 1968. Respondent must describe how outreach to MBE/WBE/SBE/Section 3 interests will be performed and how outreach to such interests will be tracked. Specifically, the Owner expects Respondent to provide job and/or industry training opportunities to the residents of each managed Facility for an amount not to exceed 10% of the annual contract fee.

S. Life Safety

Respondent will be responsible for monitoring security incidents at each managed Facility, coordinating with the Owner, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs and performing other site security

functions as specified in any existing security plans for the site. Respondent will also be responsible for promptly pursuing lease enforcement actions against any resident engaging in criminal activity on or around the site of each managed Facility.

T. Resident Services

Respondent will be expected to promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and to encourage initiatives to promote the social development of the residents. Respondent will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents. Respondent shall ensure that quality dining, recreation, exercise, housekeeping and similar services are provided to the residents of each managed Facility. ALL ALF services – nursing care, etc.

U. Management Reviews and Inspections

The Owner will conduct a comprehensive on-site management review at least annually. Respondent will be expected to cooperate fully with the Owner in conducting these reviews, as well as making all site records and staff available during the review and all areas of each managed Facility accessible for inspection by the Owner upon reasonable notice.

V. Property Information and Equipment

Promptly following commencement of the Management Agreement, the Owner, through its present property manager, will deliver to Respondent all relevant information in its possession such as agreements, existing tenant leases and data as to the conditions of each managed Facility, including equipment and warranties. The Respondent will work with the existing property manager to assume control of each applicable Facility as promptly as possible (but in any case, within 30 days) following the successful negotiation of the Management Agreement.

W. Applicable Regulations

In the operation of each managed Facility, Respondent must comply with all applicable Owner policies and federal and local statutes, regulations and licensing requirements, including all policies and requirements of the Owner. The Respondent may be required by the Owner to make submissions and to work cooperatively with the Owner as necessary to ensure the continuing compliance of each managed Facility.

IV. REQUIREMENTS FOR PROPOSAL SUBMISSION

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

A. General Information/Overall Firm Capabilities (TAB 1)

- (1) Letter of Interest, including contact name and telephone number (Cover letter)
- (2) Organizational Narrative indicating type of organization: corporation, partnership, joint venture, sole proprietorship or other. Names of shareholders, partners, principals and any other persons exercising control over the Respondent.
- (3) Narrative listing of the Respondent's stakeholders, partners, contractors or members and the roles each will have in the management of each applicable Facility.
- (4) Current insurance certificate showing insurance coverage levels.

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

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

B. Previous Experience/References (TAB 2)

- (1) Respondent should describe current specific experience in property management in the State of Florida. In particular, Respondent should demonstrate specific experience managing assisted living properties.
- (2) Respondent must provide licenses, certifications or other relevant credentials for its authorization to act as property manager in the State of Florida for assisted living facilities.
- (3) Respondent must provide a list of properties currently under management and identify the following for each property: name of property, address and approximate year built, number of units, type of property (e.g., multifamily, senior), financing program(s) used and number of years managing.
- (4) Respondents must provide information about Respondents' past clients for whom the Respondent provided the same or similar services. Respondents must provide at least two (2) references demonstrating such experience, along with the name, title and a telephone number of a contact person for each identified reference to permit reference checks to be performed. The identified party must have firsthand knowledge regarding Respondent's operation and management of assisted living facilities or comparable properties and be the party who was involved in managing the contract between the Respondent and the contracting entity for such property. By providing the names, Respondents agree that the references may speak to the Owner freely and openly about Respondents' past performance without the threat of any repercussions. Respondents are required to list any public housing authorities or their affiliates for which Respondents have provided management

services. Respondents may also provide reference from related service providers or agency personnel. Include a brief description of Respondent's business relationship with each listed reference.

- (5) Respondents must disclose all citations, sanctions, reprimands, criminal convictions or criminal investigations that Respondents' firm has received in the past five (5) years from any governing body. Include any Fair Housing, real estate regulation or other violation of a material nature.

C. Proposed Staffing and Sub-Contractor Responsibilities and Qualifications (TAB 3)

For any individual and specific staff proposed for each managed Facility, including site-based, regional and central office staff, Respondents must provide a resume and description of their relevant experience and industry-specific certifications. Discuss Respondent's approach to recruiting, evaluating, hiring, developing, training and retaining skilled staff.

D. Price Proposal/Fee Arrangement/Financial Capacity (TAB 4)

Respondents must describe the proposed fee arrangement for managing each applicable Facility in the Proposal, as a percentage of rent collected, and a detailed breakdown of how it is calculated.

Note: It is assumed that property management fees will include all necessary staff not included in the on-site staffing of each managed Facility. Any additional fees related to oversight of the management of each managed Facility such as subcontractors for compliance or administration should be all inclusive of the fee.

Furthermore, Respondents must provide a current financial statement of the Respondent prepared by a Certified Public Accountant, along with the firm's most recent audit (if any). The statement should show assets, liabilities and net worth of the Respondent and should include information on all general partners or principal shareholders or members. Any Respondent who desires that this information to be kept confidential should provide this information in a separate sealed envelope clearly marked "**confidential information.**"

E. Required Submissions and Certifications (TAB 5)

Respondents must submit the following certifications/documents:

- a. Certification Regarding Debarment, Suspension, and other Responsibility Matters, a form of which is attached to this RFP as Exhibit A.
- b. Certification Regarding Lobbying, a form of which is attached to this RFP as Exhibit B.
- c. A certification regarding outstanding litigation prepared on respondent's letterhead listing outstanding litigation that the respondent is involved in.

F. MBE/WBE/SBE/Section 3 Strategy (TAB 6)

Provide an MBE/WBE/SBE/Section 3 participation plan which provides a detailed narrative on how the Respondent will assist the Owner to comply with HUD's Section 3 requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses and, at a minimum, demonstrates "Best Efforts" will be or have been taken to achieve compliance with MBE/WBE/SBE/Section 3 goals. Specifically, the Respondent should provide a strategy for how it will offer job and/or industry training to the residents of each managed Facility for an amount not to exceed 10% of the annual contract fee.

V. REQUIREMENTS FOR SUCCESSFUL RESPONDENT

A. Management Plan

Prior to the provision of any services, the successful Respondent will be required to submit a comprehensive site-specific Management Plan which provides a complete and detailed description of the policies and procedures to be followed in the management of each managed Facility.

The Management Plan, including revisions that may be requested by the Owner, must be implemented by the Respondent within 30 days of the start of the Management Agreement. The Respondent will recommend to the Owner any necessary or desirable changes in the Management Plan and the Owner will advise the Respondent if changes are required due to changes in applicable federal regulations or Owner policies.

The Management Plan will cover, at a minimum, the following areas:

- Management office staffing and hours;
- Emergency and after-hours contacts;
- Site staff positions, minimum qualifications, and wage rates;
- Procedures for performing and documenting applicant screening and selection process;
- Leasing and resident orientation procedures;
- Rent collection procedures and requirements;
- Procedures for collection of receivables including those due from vacated tenants;
- Procedures for assessment and collection of resident charges;
- Recertification procedures and documentation;
- Move-out procedures;
- Procedures for expediting and monitoring vacant unit turnover;
- Lease enforcement and eviction procedures and reporting to Owner;

- Procedures and standards for handling emergency and routine maintenance requests;
- Procedures and standards for performance of exterior and interior public area maintenance;
- Procedures and standards for performance of unit maintenance;
- Schedule and scope of preventive maintenance;
- Procedures and schedule for regular inspection of grounds, building exteriors, interior common areas, and boilers and other building equipment;
- Procedures for tracking of appliances, fixtures, furniture, equipment and other fixed assets at each managed Facility;
- Procedures and systems for controlling, monitoring and reporting on maintenance materials and supplies inventory;
- Unit access requirements and procedures;
- Procedures for budget formation and approval;
- Procedures for accounts payable and approval of expenditures;
- Procedures for maintenance and reconciliation of bank accounts for property operations, security deposits and reserves;
- Budget monitoring and cost control procedures;
- Purchasing and contracting procedures;
- Procedures for MBE/WBE/SBE/Section 3 compliance and documentation;
- Resident relations approach and plan;
- Procedures for maintenance of auditable resident, unit, property, maintenance and financial records;
- Procedures for reporting of financial and management information;
- Compliance with applicable HUD, federal, state and local regulations; and
- Procedures for proving required reports to the Owner, lenders and investors.

B. Minimum Insurance Requirements

Upon commencement of the Management Agreement, the selected Respondent will procure and maintain at all times and at the Respondent's own expense, at a minimum, the following types of

insurance. The insurance carriers used by Respondent must be authorized to do business in the State of Florida and the insurance provided will cover all operations under the Management Agreement, whether performed by the Respondent or by subcontractors.

- Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Florida, and with a minimum employer's liability limit of \$1,000,000 per occurrence. Employer's Liability Insurance covering claims and suits by or on behalf of employees, not otherwise covered by statutory Workers' Compensation insurance with minimum limits of \$1,000,000.
- Commercial General Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$1,000,000.00 per occurrence and \$5,000,000 in the aggregate, combined single limit, for bodily injury, personal injury, and property damage liability. Such policy shall include coverage for contractual liability under the Management Agreement. The Owner is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the services contemplated by the Management Agreement.
- Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, covered with comprehensive automobile liability insurance with limits of not less than \$2,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Owner is to be named as an additional insured on a primary non-contributory basis.
- All Risk Property insurance in the minimum amount of \$50,000 insuring the Respondent's personal property.
- Respondent and all personnel of Respondent who handle or who are responsible for handling Owner's monies shall be bonded in favor of the Owner, providing coverage of \$2,000,000 per occurrence with a \$10,000 deductible.

VI. INVITATION SUBMISSION

The respondent shall submit one (1) original copy of the completed Response to this RFP via email to JBarnes@Pinellashousing.com, Jameel Barnes, Director of Procurement or:

Palm Lake Village Housing Corporation
11479 Ulmerton Road
Largo, FL 33778
Attention: Neil Brickfield, Secretary

All Proposals will be considered by the Owner, reserving the right to reject any or all materials and the right to request oral presentations of all or some of the Respondents. The Owner requests that information be succinct. After reviewing the Proposals, additional information may be requested by the Owner.

VII. INVITATION DUE DATE

Responses must be received by the Owner prior to 3:00 PM (EST) on December 26, 2024. No amendments will be accepted after this date and time. Proposals received after the date and time specified above will not be considered.

Submittals must be made in strict accordance with the requirements of this RFP. Following evaluation of Proposals and approval by the Owner, the Respondents who are found to be responsive to this RFP will be ranked.

VIII. AMENDMENTS TO THE RFP

The Owner reserves the right to cancel or revise in part or in its entirety this RFP, including, but not limited to, the selection schedule, the submittal date and the submittal requirements. All prospective respondents will be notified by written addenda if the Owner cancels or revises this RFP.

IX. OWNER CONTACT

The Owner contact for this submission is Jameel Barnes, Director of Procurement. To ensure full understanding of and responsiveness to this request any questions should be directed to Jameel Barnes, Director of Procurement, JBarnes@Pinellashousing.com, in writing:

Palm Lake Village Housing Corporation
11479 Ulmerton Road,
Largo, FL 33778

Replies will be issued by addenda and mailed to all parties recorded by the Owner as having received this RFP. Questions received after 3:00 PM (EST) on December 18, 2024, will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written information given to any potential Respondent by the Owner shall be furnished to all other potential Respondents.

X. SPECIAL CONDITIONS

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

- All Proposals submitted in response to this RFP become the property of the Owner. As such, all Proposals submitted are public records, subject to public review.
- The Owner will make no determination as to the adequacy of any system, process, procedure or representation made by any Respondent. As such, pre-qualification does not infer approval of any such systems, processes, procedures or representations.
- No respondent shall initiate contact with any member of the Board of Directors of the Owner regarding this RFP until after completion of the selection process and execution of the Management Agreement. If any respondent has any reason, not related to this RFP, to contact any of the above parties, they will be required to disclose to that party

that they are a Respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.

- The Owner accepts no responsibility for any expenses incurred in the Respondents' preparation of the requested Proposals; such expenses are to be borne exclusively by the Respondents.
- Only one (1) Proposal from a Respondent will be considered.
- The Owner reserves the right to waive any irregularities in any Proposal, to reject any or all Proposals, and to re-solicit for Proposals, as may be deemed to be in the best interest of the Owner.
- Respondents shall not have employed or retained any company or person, other than a bona fide employee working solely for a respondent to solicit or secure the Management Agreement. Respondents certify that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for a respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.
- Any person or affiliate, who has been disbarred from bidding on projects by any federal, state or local government agency, must fully disclose to the Owner the details of such disbarment.
- The Owner reserves the right to request clarification of information submitted in the Proposal, to interview Respondents, and to request additional information of one or more Respondents. In addition, the Owner may conduct such investigations and interviews as it deems necessary to assist in the evaluation of any Proposal and to establish to the Owner's satisfaction the responsibility, qualifications and financial ability of any Respondent.

XI. SELECTION PROCESS

All Proposals will be reviewed by the Owner. The Owner shall be the sole judge as to evaluation and ranking of Proposals. Based on the evaluation and ranking, interviews may be conducted with selected Respondents. No Respondent's conference is anticipated for this RFP.

The Owner will assess the aspects of the Proposals in the following manner:

Evaluation Factors	Points
Overall Firm Capabilities	20
Previous Experience and References	20
Proposed Staff/Subcontractor Qualifications	20
Proposed Fee	25
Financial Responsibility	10
MBE/WBE/SBE/Section 3 Participation	5

The Owner intends to attempt to negotiate one or more Management Agreements with the top-ranked Respondent(s) whose Proposal conforms to this RFP and is most advantageous to the Owner (i.e., that which represents the best value to the Owner), in terms of cost or price and other factors considered. In the event the top-ranked Respondent elects not to participate in the negotiation process or if negotiations with the Respondent reach an impasse, the Owner reserves the right to terminate negotiations and invite the next ranked Respondent to participate in the negotiation process.

XII. AWARD

The final selection of pre-qualified Respondents will not create a binding contract or obligation on the part of the Owner to enter into a Management Agreement or any other agreement with any of the pre-qualified Respondents. Respondents acknowledge and understand that their selection is subject to the successful negotiation of a mutually acceptable Management Agreement, and that the selection of successful Respondent(s) and the number of Management Agreements awarded to the successful Respondent(s) is subject to the approval of the Board of Directors of the Owner.

XIII. CONFLICTS OF INTEREST

The Respondent will ensure that it and persons working on its behalf do not undertake any contract or other relationships that places the Respondent in an actual or potential conflict of interest position with any other entity. The Owner requires the Respondent to disclose any conflict in writing to the Owner. The Owner's consent and waiver to a conflict must be obtained in writing.

EXHIBIT A

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

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

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

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

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

Signature of Key Principal of Respondent



FORMS

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

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]



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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. 1/01/2014)

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) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **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.**

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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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.

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.

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

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 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"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,
- (iv) 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 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 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 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.
- (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 may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

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.
- (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.



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Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Being first duly sworn, deposes and says that he/she is

_____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder had not colluded, conspired, connived or agreed, directly and indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and had not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other bidder, or to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the Palm Lake Village Housing Corporation or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE _____

TITLE _____

COMPANY NAME _____

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____.

My Commission expires _____, 20_____.



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Contractor Certification of Efforts to Fully Comply with Contracting, Employment and Training Provisions of Section 3

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

Is a Section 3 Business concern.

A Section 3 Business concern means a business concern:

1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include person at least 30% of whom are current Section 3 residents, or within the last 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% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraph 1 or 2 herein.

Is Not a Section 3 Business concern but who has and/or will continue to seek compliance with Section 3 by certifying to the following efforts as being undertaken.

EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 BUSINESS CONCERNS: (Check all that apply)

- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.

By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.

By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 business concerns.

By developing and utilizing a list of eligible Section 3 business concerns.

By actively supporting and undertaking joint ventures with Section 3 businesses

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS (Check all that apply)

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents.
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 Section 3 residents.
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
- By arranging interviews and conducting interviews on the job site.
- By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Authorized Signature of the Bidder & Date

**SECTION 3 AND MBE
PRE-AWARD COMPLIANCE CERTIFICATION**

Palm Lake Village Housing Corporation
11479 Ulmerton Rd
Largo, Florida 33778

1. Contractor Name & Address (street, city, state, zip):	2. Contract Number and Description:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here)

The employment and training component of section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Tampa Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

Instructions: Complete items A, B and C and adjoining worksheet

- A. Total Number of Current Employees? _____
- B. Total Number of Anticipated New Hires & Trainees? _____
- C. Total Number of Section 3 New Hires & Trainees? _____
(the established goal is 30% of Line B)

Adjoining worksheet		
(A) Job Category	(B) Number of anticipated new hires and trainees	(C) Number of column (B) that will be Section 3 residents
Professional		
Technical		
Office/Clerical		
Construction by Trade (list)		
Other (List)		
Total		

Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here)

The contracting component of section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services, and supplies to the Palm Lake Village Housing Corporation's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.

D. Total dollar amount of all sub-contracts anticipated for this project? \$ _____

Applies to construction contracts only:

E. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 10% of Line D)

Applies to professional service contracts and suppliers:

F. Total amount of anticipated section 3 sub-contract awards? \$ _____
(The established goal is 3% of Line D)

Applies to all contracts:

G. Total amount of anticipated minority-owned business contract awards? \$ _____
(The established goal is 20% of Line D) **A minority-owned business is an entity that is 51% owned or controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.**

Part III: Certification

As a duly authorized representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all sub-contracts.

Signature:	Print Name and Title	Date
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**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of _____
(name of Offeror or business) is.
2. My relationship to _____ (name of Offeror or business) is
_____. (Relationship such as sole proprietor, partner, president,
vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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 by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of, by, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____ Notary Public

My Commission Expires: