



PINELLAS COUNTY HOUSING AUTHORITY

REQUEST FOR PROPOSALS (RFP) #25-011

FOR DEVELOPMENT PARTNER

**TO EXPAND AFFORDABLE HOUSING OPPORTUNITIES
IN PINELLAS COUNTY, FLORIDA**

**Proposals will be accepted at the address via email at mle@pinellashousing.com
until and not later than 2:00 p.m. on September 12, 2025.**

PINELLAS COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSALS FOR DEVELOPMENT PARTNER

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SECTION I INTRODUCTION

The Pinellas County Housing Authority ("PCHA") administers federal housing programs for low-income persons in Pinellas County, which includes the City of Belleair, Belleair Beach, Belleair Bluffs, Belleair Shore, Clearwater, Dunedin, Gulfport, Indian Rocks Beach, Indian Shores, Kenneth City, Largo, Madeira Beach, North Redington Beach, Oldsmar, Pinellas Park, Redington Beach, Redington Shores, Safety Harbor, St. Pete Beach, St. Petersburg, Seminole, South Pasadena, Tarpon Springs and Treasure Island, Pinellas County, Florida (collectively, the "**Pinellas County Area**"). PCHA manages low-income public housing units and housing choice vouchers through the Section 8 Program at properties located throughout the Pinellas County Area. PCHA is looking to diversify and expand affordable housing available in the Pinellas County Area. This initiative could include mixed-finance communities, assisted living, rental housing and/or homeownership development.

In furtherance of this initiative, PCHA invites written proposals from qualified persons or entities (each, a "**Respondent**") to be a development partner with PCHA in acquiring, developing, revitalizing and/or rehabilitating affordable residential real estate in the Pinellas County Area. PCHA intends to engage all qualified Respondents to work with PCHA to develop the affordable housing needed in the Pinellas County Area. PCHA anticipates that each selected Respondent will generally provide the following services:

- Fund all or a portion of the pre-development expenses, reimbursable without interest out of available proceeds at closing.
- Obtain all equity and debt, including tax credit and bond allocations.
- Serve as the co-developer and manage, in coordination with PCHA, the design, engineering, permitting and construction processes.
- Provide all financial and performance guarantees.
- Share developer fee (realized and deferred), cash flow and residual value with PCHA.
- Provide PCHA an option and right of first refusal to acquire the development.

A full description of the scope of services to be provided by Respondent (the "**Respondent Services**") is identified in Section II (*Scope of Services*) of this Request for Proposals (this "**RFP**").

PCHA works cooperatively with United States Department of Housing and Urban Development ("**HUD**"). PCHA requires that all Respondent Services performed be in compliance with all applicable rules, regulations and requirements promulgated by HUD and all other applicable federal regulations. Additionally, all Respondent Services must be performed in compliance with all state and local laws and regulations, including where applicable, those governing the Low Income Housing Tax Credit ("**LIHTC**") program.

This procurement will be done on a rolling basis. Each Respondent that meets the criteria will be qualified to provide Respondent Services for one or more developments and PCHA will enter into a Master Development Agreement ("**MDA**") with each selected Respondent.

Any questions regarding this RFP should be in writing and directed to:

Mr. Minh Le, Contract Administrator ~ Mle@pinellashousing.com

REQUEST FOR PROPOSALS

RFP # 25-011

DEVELOPMENT PARTNER

SCHEDULE

- | | |
|---|---|
| <input type="checkbox"/> August 12, 2025 | Issue/Publish Notice of Invitation for Bids |
| <input type="checkbox"/> August 25, 2025
by 2:00 p.m. | Deadline for questions |
| <input type="checkbox"/> August 26, 2025 | Deadline to post answers |
| <input type="checkbox"/> September 12, 2025
by 2:00 p.m. | Bids are due by 2:00 p.m. EST to mle@pinellashousing.com |

All questions must be submitted to mle@pinellashousing.com with the above deadline date.

All bids must be submitted to mle@pinellashousing.com with the above deadline date.

PCHA reserves the right to request additional information concerning any and/or all Submittals submitted.

PCHA RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMITTALS IF SUCH ACTION IS IN THE BEST INTEREST OF THE HOUSING AUTHORITY AND TO WAIVE ANY AND/OR ALL INFORMALITIES AND MINOR IRREGULARITIES. PCHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.

SECTION II SCOPE OF SERVICES

Respondent will assist and be an integral partner with PCHA in fulfilling PCHA's initiative to diversify and expand affordable housing available in the Pinellas County Area. Respondent will be responsible to secure funding to implement the development of new affordable housing communities and ensure compliance with any and all regulatory requirements.

The scope of services for Respondent Services may include, but shall not be limited to, the following:

Site Control and Planning. Where PCHA does not already have site control, Respondent will be responsible for locating an acceptable site in the Pinellas County Area on which to develop an affordable or mixed-income community and providing PCHA with evidence of site control at the time of proposal submission. A preliminary conceptual plan shall be developed, approved by PCHA and subsequently presented to stakeholders for feedback and input. A final master plan shall be completed with designation of development phases and a detailed development schedule.

Market Analysis and Appraisal. Respondent will provide a detailed market study to determine the overall feasibility of the conceptual plan of each project as proposed by Respondent. Respondent will also be responsible for any additional market analysis and appraisals to develop and obtain financing for the project.

Design/Approvals. Respondent will be responsible for the development of design and construction documents in accordance with the design criteria approved by PCHA, and obtain HUD's approval, as needed. Respondent will also be responsible for obtaining permits and any other approvals required.

Financing. Respondent will obtain all private financing and structure public financing in a timely and cost-effective manner and prepare all necessary financing applications. Respondent will work with PCHA to prepare other applicable documents necessary for the development and provide all evidentiary materials, necessary financial guarantees and assurances as required.

Tax Credit Application/Solicitation of Tax Credit Syndicator. Where LIHTCs will be used, Respondent will be responsible for preparing the applications for tax credit allocations in accordance with the qualified allocation plan. Respondent will also be responsible for soliciting, following approval of the solicitation process by PCHA, three tax-credit syndicators to bid on tax credits received for each development.

Coordination. All development activities, including reporting and budget requirements, must be coordinated throughout the life of the project and Respondent must assure the maximum feasible contribution to the overall development effort.

MBE/WBE Participation. Respondent shall ensure consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968 and PCHA goals for MBW/WBE participation that may be established.

Resident/Local Employment and Contracting. A comprehensive Section 3 employment program must be developed and implemented by Respondent, as well as other policy objectives aimed at improving the economic circumstances of individuals, households and companies in the Pinellas County Area.

Construction. Respondent must oversee and provide all appropriate guarantees for the completion of any project approved by PCHA in a timely and cost-effective manner and ensure all occupancy permits and necessary approvals are obtained after construction to permit occupancy and operation of the mixed-income community.

Property Management. Respondent must assist PCHA in providing high quality management of rental property consistent with the terms and conditions of funding sources and market driven property management standards. PCHA intends to provide property management services.

Long Term Affordability of Rental Property. Respondent must devise a means to ensure the long-term affordability of the rental property used by low to moderate-income residents, in conjunction with PCHA.

Marketing Plan. Respondent must develop an effective lease-up strategy to obtain rapid initial occupancy and maintain on going high occupancy of all residential units.

Assist PCHA with the Development Process. Respondent shall assist PCHA by ensuring that each development project assigned to Respondent is in compliance with all applicable laws, rules, regulations and/or processes. Attachment A sets forth some of the duties that may be assigned to Respondent.

SECTION III

TERMS

The following terms will govern any development assigned to Respondent:

- A. Pursuant to a task order issued under a contract resulting from this RFP, Respondent shall be required to participate in all phases of the development project.
- B. Any contract awarded pursuant to this RFP will have no dollar value attached to it; however, a MDA will be negotiated separately for each development that, among other things, will set forth the value of the development.
- C. The scope of services for any task order will be more fully defined in each task order. The scope of services identified in the task order may include, but shall not be limited to, the items set forth in Section II (*Scope of Services*).
- D. Respondent must pay for all due diligence items as more fully described throughout this RFP.
- E. Respondent shall maintain, at Respondent's expense, insurance as required in the MDA, including but not limited to worker's compensation insurance, commercial general liability, automobile liability and professional liability insurance.
- F. It is expected that PCHA will be, or become, the fee simple owner of the property, and PCHA will ground lease the property for the development.
- G. It is anticipated that PCHA will have a general partner or managing member interest in the development owner entity. PCHA will have the option to become the manager of the property upon the placed in-service date.
- H. PCHA, at its option, shall have a right of first refusal to acquire any development and an option to purchase the development at the end of the 15-year tax credit compliance period.
- I. PCHA shall participate in the cash flow at a rate equal to or greater than its share of developer fee.
- J. PCHA shall receive at least 50% of every dollar saved from the construction contingency reserve.

SECTION IV DEVELOPMENT GOALS

PCHA intends to expand physically, socially and financially viable affordable and/or mixed-income communities that will blend into the existing neighborhood and provide safe, secure housing for all residents for many years. PCHA has established a general set of development goals to be used as a guide in all new developments. A summary of PCHA's general development goals are outlined below:

Participatory Process. One of the keys to a successful new development is meaningful and active participation by key stakeholders throughout the planning, design, construction and operations of the new development.

Design/Construction Standards. New developments will be designed and constructed with materials and features that reflect the character of the surrounding neighborhood and will provide long-term viability. New developments should have a private market quality, look and feel. Public housing and affordable units should be indistinguishable from any market rate units. It is also important to design and construct new developments to enhance the safety and security of the residents. In addition, it is PCHA's desire to maximize the quality and affordability of the new housing units by maximizing the positive impact of buildings on the environment and on the building occupants with design and construction practices that ensure sustainable site planning, safeguarding water and water efficiency, energy efficiency, conservation of materials and resources and indoor environmental quality.

Financing. PCHA will commit to provide financial resources to each new development where possible. Such resources may include public housing, housing choice vouchers and/or site-based Section 8. PCHA expects that these resources will be leveraged to the maximum extent feasible by utilizing other funding sources such as: LIHTC equity, bond financing, other grants and Respondent investment.

PCHA as a Partner. To the greatest extent feasible, PCHA intends to be an active and equal partner in all aspects of the development process.

Employment and Contracting. A significant number of the employment opportunities generated through this process should go to public housing residents and other lower income residents of the Pinellas County Area. At a minimum, all consultants, contractors and subcontractors must comply with Section 3 of the 24 C.F.R. Part 75.

Occupancy. PCHA believes that the long-term viability of any new development requires occupancy by residents with a variety of income levels. In addition, PCHA desires to minimize relocation of residents through phasing of construction activities.

Handicap Accessibility. The Uniform Federal Accessibility Standards ("UFAS") require a minimum of 5% of the units in each development be fully accessible for the mobility impaired and an additional 2% of the units for hearing and visual impaired in accordance with Section 504 of the Rehabilitation Act of 1973, and the UFAS. PCHA will require that these minimums be met or exceeded. PCHA also desires to maximize the number of adaptable units that can easily be converted in to accessible units. New developments must be fully compliant with all requirements of the Americans with Disabilities Act ("ADA"), including but not limited to site, common areas and accessible route to and from common areas. Finally, it is important that, to the greatest extent feasible, all units meet the current visitability standards according to HUD guidelines.

SECTION V RESPONDENT RESPONSIBILITIES

Respondent will be responsible for the successful planning, design, construction and management of the new development.

Predevelopment Schedule. Respondent will be responsible for submitting to PCHA for approval a final and complete predevelopment schedule detailing all predevelopment activities necessary to obtain all required funding and regulatory approvals to allow development activities to begin. The timeframe for providing such schedule will be set forth in the MDA.

Predevelopment Budget. Respondent will be responsible for submitting to PCHA for approval a final and complete predevelopment budget detailing the budgeted cost of each predevelopment activity. The timeframe for providing the predevelopment budget will be set forth in the MDA. Respondent will be responsible for obtaining the funding for all pre-development expenses, which shall be reimbursable without interest out of available proceeds at closing. Respondent should indicate its financial commitment to the development project.

Predevelopment Activities. Respondent shall not be authorized to begin any predevelopment activities until it has submitted, and PCHA has approved, the predevelopment schedule and the predevelopment budget, and PCHA has issued a task order with notice to proceed, which may require prior HUD approval. Once PCHA has issued a task order with notice to proceed, Respondent will be responsible to plan, coordinate, manage and complete all predevelopment activities necessary to get all required funding and regulatory approvals to allow development activities to begin within the timeframe detailed in the predevelopment schedule and within the dollars agreed to in the predevelopment budget. Predevelopment activities will include, but not be limited to: market studies, geotechnical studies, infrastructure analyses, design alternative analyses, financial model analyses, identification and solicitation of various funding sources, resident participation plans, Section 3 Program, MBE/WBE participation plans, implementation schedule, preparation of required mixed finance documents, solicitation of various consultants and contractors and preparation of required evidentiaries.

Development. Respondent will only be authorized to perform services/work as more fully described in the task order. Following is a summary of some of the more significant responsibilities of Respondent.

1. Implement the Respondent Services as set forth in Section II (*Scope of Services*) of this RFP.
2. Complete necessary funding applications.
3. Site preparation.
4. Construction.
5. Construction administration (quality monitoring, schedule monitoring, payment processing, change order processing, etc.).
6. Ensure completion of project on schedule.
7. Ensure completion of project within budget.
8. Coordinate various entities, contractors, subcontractors, etc.
9. Identify investors/funders, secure funding commitments.
10. Financial guarantees and assurances.
11. Coordinate with PCHA.
12. Ensure development of units which are fully compliant with UFAS/ADA.

Compliance Monitoring. Implement systems to ensure compliance with all applicable laws and regulatory requirements including, but not limited to:

1. Davis-Bacon.
2. Section 504 / UFAS / ADA.
3. Local requirements (bldg. dept., zoning, etc.).
4. Section 3 Program (monitor and certify Contractor's compliance).

Management. Respondent's management team must manage the day-to-day operations of the completed development in accordance with any operating/limited partnership agreement and all applicable federal, state and local laws and regulations. PCHA will assume the day-to-day operation of the development as soon as possible, but in no event later than the fifth anniversary of the placed-in-service date. In transactions involving the use of tax credits, the transition of management to PCHA will take place no later than the end of the compliance period.

Communication. Respondent must provide, in a format acceptable to PCHA, monthly reports during the predevelopment and development stages detailing the status of schedule, budget, expenditures, obligations, upcoming activities and completed activities. Respondent must also schedule and attend regular meetings and maintaining all meeting minutes, in addition to all other services necessary to ensure successful completion of the new development community.

SECTION VI GENERAL REQUIREMENTS

Respondent may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the State of Florida, which is financially sound and able to provide the services being procured by this RFP.

If Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such Respondent shall disclose that information in its offer and that may be sufficient ground for disqualification.

Respondent must be in good standing with PCHA and any federal, state or local government that has or has had a contracting relationship with Respondent. Therefore, if a federal, state or local government has terminated any contract with Respondent for deficiencies or defaults, that Respondent is not eligible to submit a response to this RFP.

Only responses with the following minimum team members who meet the following basic qualifications will be considered. Any response not meeting these criteria will be deemed non-responsive and will not be evaluated.

Respondent.

1. Minimum of five years of satisfactory experience and project management of a multifaceted community planning and development process working with a public housing authority, public housing resident groups and related organizations.
2. Successfully developed/constructed housing at least three developments consisting of at least 100 affordable mixed-finance rental housing units.
3. Experience in areas of homeownership counseling, social service provisions, community service and economic development.
4. At least five years experience with private market financing, tax credits and affordable housing programs.

Architect.

1. Minimum of five years of satisfactory experience in design and implementation of multifaceted communities.
2. Licensed in the State of Florida.

Cost Estimator.

1. A minimum of five years of experience estimating residential construction and a minimum of two years estimating in the Florida market.
2. Certified by the American Association of Certified Estimators, the American Society of Professional Estimators or another accrediting organization acceptable to PCHA.

Management Agent.

1. Minimum of five years of successful experience with management of at least 100 units under public housing guidelines.
2. Minimum of five years of successful management of at least 100 units under tax credit compliance guidelines.

SECTION VII SUBMISSION REQUIREMENTS

Respondents should fully read and comprehend this RFP. Responses received without all of the required information may be rejected. **Respondents must submit one original plus five copies of their proposals.** Proposals must include, in the same order as below, the following information, exhibits and schedules:

A. General Information.

1. Letter of interest, including contact name and telephone number (cover letter).
2. Type of Organization: corporation, partnership, joint venture or sole proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the entity(ies).
3. Organizational Certifications:
 - (a) Copies of certificate of incorporation, partnership agreement, joint venture or other organizational document.
 - (b) All applicable licenses/certifications.
 - (c) A corporate resolution signed by the secretary of the corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.
4. A narrative listing the organization's members and the roles each will have in this initiative.
5. An organizational chart to show all of the entities that are a part of the organization and the key individuals within each entity that will provide the services referenced in this RFP.

B. Experience.

Provide details of the experience of each member of Respondent as outlined below.

1. **Respondent.** Describe Respondent's experience in successfully implementing mixed-finance and mixed-income developments similar to those being contemplated in this RFP. At a minimum, describe Respondent's experience in the following areas:
 - (a) **Affordable Housing.** Provide evidence of experience in developing or redeveloping affordable housing property. Also, provide information to demonstrate Respondent's knowledge of HUD regulations that are relative to this procurement.
 - (b) **Construction and Construction Management.** Describe Respondent's experience in managing complex residential/commercial/mixed-income construction projects in a timely manner and within budgetary constraints. Respondent should submit clear information regarding the number of construction sites they have managed at one time and the size of each. The narrative should indicate what type of construction and management methods were used; what portion of the projects has been completed on time and within budget. For those projects not completed on time and within budget, please indicate the reason why.
 - (c) **Partnering with Neighborhood Groups.** Describe Respondent's experience in working with neighborhood groups to achieve locally determined goals.

- (d) **Service Providers and Supportive and Community Service Programming.** Describe Respondent's experience with incorporating a supportive and community service component into the revitalization process. This includes, but is not limited to, family self sufficiency programs, neighborhood development, and education, training and employment programs and Section 3.
 - (e) **Financing.** Describe Respondent's experience in assembling financing packages for low income housing, and mixed-income developments. The description of experience should include any use of varied financing instruments including LIHTC, bond financing, first and second mortgage financing, etc. Respondent should submit clear information regarding their experience with a variety of financing methods.
 - (f) **State and Local Knowledge and Experience.** Describe Respondent's knowledge and experience with state and local building codes, regulations, sources of funding, and financing for low-income, mixed-income, and commercial development.
2. **Architect/Engineer.** Provide details of previous large development projects the Architect/Engineer has participated in and its role in each project. Also, provide the Architect/Engineer's knowledge and experience in state and local building codes and regulations. Finally, provide experience the Architect/Engineer has in designing energy efficient residential buildings.
 3. **Management Agent.** Describe in detail the management plan to manage a mixed-finance development. Where Respondent has participated directly or indirectly in the management of residential facilities, list all properties under management now or in the last three years including name, owner, location, type of site, type of construction, income or subsidy mix, number and size of units, financing, operating and mortgage status. If any management contract has been terminated, show when and explain the reasons for termination.
 4. **Legal Counsel.** Describe the experience of the law firm and the key individuals who will work on the new development have had in structuring and negotiating complex real estate matters. Identify any experience in handling tax credit and other related transactions.
 5. **Marketing Agent.** Provide a statement of the marketing agent's previous experience in marketing large (greater than one hundred (100) units), urban mixed-income rental housing units. Also provide information and documentation regarding the agent's experience in marketing and selling affordable housing in an urban area.
- C. References.** For each Respondent member, provide a list of references for developments or projects in which Respondent has performed services similar to those described in this RFP. Such listing shall include at least the following information:
1. Name of the contracting entity.
 2. Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the development or project and who was involved in managing the contract between Respondent and the contracting entity.
 3. Start and completion dates of the development or project.
 4. Description of Respondent's responsibilities including; planning, financing, construction, marketing, ownership, management, etc.
- D. Experience of Staff Proposed.** Provide background information regarding each identified staff member of the lead entity and sub-consultants to be assigned to this project that accurately describes

his or her employment history and relevant experience providing services similar to those described in this RFP.

E. Methodology – Planning/Predevelopment.

1. ***Participatory Process.*** Provide a detail of the process Respondent will put in place to ensure that all stakeholders, including residents and neighborhood groups, are included at the appropriate levels in the planning and implementation of the new development.
2. ***Management of the Revitalization Process.*** Provide a detailed description of how Respondent would go about organizing, staffing and managing the entire development process.
3. ***Financing.*** Describe the various financing mechanisms and approaches Respondent will explore that will maximize the leveraging of PCHA's investment. Also, provide examples of how Respondent has utilized these financing tools in the past. Provide proforma sources and uses budgets for the predevelopment and development phases.
4. ***Quality Control.*** Provide a description of the actions Respondent has taken in the past and will be taking for this project to ensure that all documents, drawings and specifications comply with all local and federal requirements and that they also clearly describe the work and will limit change orders, contract modifications and time extensions to a minimum.

F. Methodology – Development.

1. ***Construction Administration.*** Provide a description of the actions Respondent has taken in the past and will be taking for this project to administer the resultant construction contract(s) to ensure compliance with contract terms and conditions in addition to schedule compliance. Also, describe the staff that will be assigned during construction and their respective roles.
2. ***Employment.*** Describe ways Respondent has provided employment opportunities in the past and programs and commitments Respondent will be making to provide employment opportunities for residents of the Pinellas County Area, if selected.
3. ***Regulatory Compliance.*** Describe the actions Respondent has taken in the past and will be taking for this project to ensure compliance with all applicable regulatory requirements including, but not limited to; Section 504, UFAS, ADA, Section 3, Davis-Bacon and Fair Housing regulations.

G. Methodology – Management.

1. ***Staffing.*** Provide a sample-staffing plan for the management of the completed development. Include in this plan, the anticipated responsibilities of PCHA.
2. ***Compliance.*** Describe how Respondent proposes to ensure compliance with all of the various laws and regulations throughout the development and management of the new community. At a minimum, address: Section 504/UFAS, tax credits and public housing or Section 8 requirements.

H. PCHA as a Partner. Propose at least two alternatives for utilizing PCHA as a partner in the development and/or management of the new developments. Clearly describe all of the proposed terms of each alternative including, at a minimum, the proposed ownership structure, the proposed responsibilities of PCHA during each phase of the development and the proposed responsibilities of

PCHA during operation of the development. Describe the benefits to PCHA of each alternative proposed.

- I. Financial Statement.** Provide a current financial statement of the firm prepared by a Certified Public Accountant along with the firm's most recent audit (if any). The statement should show assets, liabilities and net worth of the firm and should include information on all general partners or principal shareholders. Any Respondent who desires for this information to be kept confidential should provide this information in a separate sealed envelope clearly marked "confidential information." Such information will then be held as confidential.

J. Certifications and Representations of Offerors.

Each Respondent must complete the certifications and representations of offerors.

K. Minority and Women Business Participation.

1. Describe ways Respondent will utilize MBE/WBE businesses to meet the minimum minority owned and woman owned business participation. Provide information regarding the participation of MBE/WBE firms on the team. Be specific, and provide a detailed plan to maximize the participation of MBE/WBE in the award of contracts/purchase of goods and services.
2. Small Disadvantaged Business Concerns ("SDBC") Participation: Provide information regarding the participation of SDBC particularly minority/female individuals on the team. Such information should be specific as to equity participation, anticipated participation in fee, and scope of authority of such SDBC and individuals. Provide a detailed plan to maximize the participation of SDBC in the award of contracts/purchase of goods and services.

L. Section 3 Participation.

1. Describe ways Respondent will assist PCHA to comply with HUD's Section 3 requirements for hiring.

SECTION VIII EVALUATION CRITERIA

The Evaluation Committee will review, evaluate and give a score to each Respondent that has submitted a complete proposal. Proposals may receive a maximum score of one hundred (100) points distributed as follows:

Experience of Respondent. Maximum 20 points

Respondent's successful completion of comprehensive redevelopment efforts on mixed-finance developments similar to those described in this RFP.

Experience of Staff Assigned. Maximum 20 points

Demonstrated experience and capability of the proposed staff for this project in providing the services described in this RFP.

Methodology. Maximum 15 points

Respondent's proposed methodology will ensure that the comprehensive redevelopment efforts will be successfully implemented on time, within established budgets and with the full participation of PCHA, residents and other stakeholders.

Proposed Ownership/Fee Structure: Maximum 20 points

Respondent's proposed ownership and fee structure provides the most benefit to PCHA and the long-term viability of the new development.

Respondent Risk. Maximum 15 points

Respondent has proposed a level of risk (financial or other) that indicates a high level of commitment to the success of the new development and its timely completion.

Section 3 Goals. Maximum 10 points

Respondent's demonstrated experience and/or proposed efforts to assist PCHA in meeting its Section 3 goals.

SECTION IX PROCUREMENT AND AWARD PROCESS

The following instructions are intended to aid Respondents in the preparation of their proposals.

A. Amendments to Solicitation.

Any and all amendments to this solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Respondents who attend a pre-submission conference and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the solicitation and amendments thereto, Respondents are responsible for obtaining all information required thus enabling them to submit responses.

B. Submission of Proposals and/or Amendments to Proposals; Deadlines.

Proposals must be submitted via email to Mle@pinellashousing.com

Proposals must be received at the above address no later than **September 12, 2025 at 2:00 p.m.**

All proposals received will be sent an email receipt confirmation within two (2) hour of submittal.

PCHA staff will review each submission to determine if it was complete and if it is responsive to this RFP. PCHA may allow Respondents to correct minor deficiencies in their submission that do not materially affect their submission.

All submissions determined to be complete and responsive will be provided to an PCHA Evaluation Committee. PCHA's Evaluation Committee will evaluate the Responses utilizing the criteria established in this RFP.

PCHA reserves the right to interview Respondents, request additional information and/or negotiate terms and conditions.

PCHA reserves the right to disqualify any Respondent who fails to provide the requested information or who provides materially inaccurate or misleading information. PCHA further reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by Respondent or any other information available to PCHA. This disqualification is at the sole discretion of PCHA.

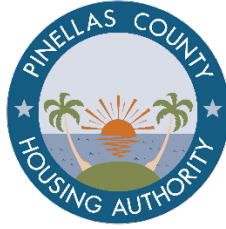
PCHA will perform a responsibility review of Respondent, which may include reference checks and financial background checks.

PCHA will award contracts to all Respondents determined to be responsive and responsible and in the best interest of PCHA. Accordingly, Respondents will be awarded on a rolling basis, qualifying all Respondents deemed to be responsive and responsible.

PCHA shall not be responsible and will not reimburse any Respondent for any costs associated with preparing a proposal.

A response submitted by a Respondent does not constitute a contract, nor does it confer any rights on Respondent to the award of a contract. A letter or other notice of award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

An award does not guarantee that PCHA will proceed with a development project. It merely confirms that PCHA will consider development projects brought by the Respondent



Attachment A

RFP 25-011

Mixed Finance Development Due Diligence Checklist

Attachment A

Mixed Finance Development Due Diligence Checklist

PCHA may authorize Respondent to perform any or all of the following Respondent Services:

General.

Promote communication with neighborhood groups.
Prepare, update and revise, as necessary, the project implementation schedule and budget.
Submit monthly financial, management and project status activity reports as needed.
Prepare all required submissions and reports to HUD and other agencies.

Predevelopment Activities.

Initiate site acquisition activities.
Provide evidence of adequate zoning.
Prepare Planned Unit Development, if required.
Develop a relocation plan, and if necessary, relocate residents.
Test for hazardous materials, develop abatement procedures and obtain environmental review.
Design and obtain commitments for site improvements.

Revitalization Plan.

Structure and implement participatory planning process.
Develop master plan for site and neighborhood revitalization activities.
Submit additional information requested by HUD, if applicable, for revitalization plan approval.
Obtain local backing and secure letters of support.

LEGAL

HUD Compliance.

Provide evidence the owner has site control.
Provide evidence the proposed development complies with applicable zoning or will not be delayed by a rezone.
Complete subdivision if necessary.
Provide ALTA form title policy.
Provide evidence of real estate property and leasehold tax exemption.
Where required, assist with environmental (parts 50 and 58) review and Section 213 Clearance.
Advise team on mixed-finance regulations.

Procurement.

Advise team on federal and local procurement regulations.
Draft and/or review RFPs/RFQs.
Draft and/or review contracts between all team members.

Negotiating the Deal.

Develop ownership structure for mixed-finance rental & homeownership.
Develop organizational documents of the owner.
Prepare the limited partnership agreement/operating agreement.
Coordinate/draft all mixed-finance legal evidentiaries, including loan documents, and the regulatory and operating agreement, if necessary.
Negotiate with HUD on HUD evidentiaries and requirements, if necessary.
Provide legal structure for ensuring the long-term affordability of units.
Prepare the management agreement.
Advise on creation of management-related documents (e.g., site-based waiting list, tenant leases, etc.).

Financing/Real Estate Services.

Assist in financial structuring (e.g., LIHTC, tax-exempt bonds).
Provide legal counsel on tax credit syndication to assure compliance with tax provisions.
Provide legal counsel on bond issuance.
Record real property legal description and title.

Nonrental Components.

Analyze and advise team on homeownership models.
Draft homeownership-related loan documents, use restriction covenants and sales contracts.
Advise on commercial/retail development (includes development of leases).

FINANCE

Financial Feasibility/Program Development.

Conduct market analysis and feasibility study to assess financial feasibility.
Identify potential financial resources including funding, LIHTC, Section 8, conventional financing and other capital.
Prepare initial development budget.
Prepare preliminary operating proforma projecting annual income and expenses for 15-year period.

Negotiate Financial Arrangements.

Secure credit enhancement for bonds, if needed.
Underwrite and issue bonds and develop loan agreements.
Syndicate tax credits and develop limited partnership agreement.

Preparation for Closing.

Conduct subsidy-layering analysis to ensure project is not over-subsidized.
Assure HUD that the Respondent fee and operating reserve are not funded from public housing capital funds, where required.
Assure HUD that common area improvements are paid pro-rata by public housing funds, where required.
Provide Total Development Cost calculation for HUD review, where required.
Close on all loans.
Close on equity.

Ongoing Financial Monitoring.

Maintain the required budgets and accounts in accordance with funding.
Track funding contributions compared to loan and grant agreements.
Review & certify construction draw schedule.
Release funds to development partner proportionate to construction work.

DESIGN

Concept/Feasibility.

Conduct market analysis and feasibility study to identify specific design amenities.
Develop preliminary site plan, design concepts and phasing.
Develop cost and contingency estimates at concept phase.
Prepare preliminary development schedule.

Design Development.

Develop design guidelines and construction quality standards for development agreement.

Develop cost and contingency estimates at design development phase.
Prepare design development documents that satisfy ADA requirements.
Perform cost justification/value engineering.
Coordinate cost information with financial advisor.

Construction Documentation.

Develop cost and contingency estimates at construction document phase.
Complete life cycle cost analysis.

Monitoring of Construction.

Monitor construction schedules and budgets.
Ensure that work performed is consistent with quality standards.
Review and approve/reject change orders.
Develop punch list and conduct final inspection.

Homeownership.

Conduct market analysis and feasibility study.
Procure Respondent(s) homebuilder(s) for the homeownership units.
Identify financing sources (private lenders, existing soft second or down-payment assistance programs).
Set repayment and loan terms, including antispeculation and long-term affordability clauses.
Set purchaser eligibility and selection criteria.
Subdivide/acquire property as necessary.
Develop a resident homeownership-counseling program.
Develop a marketing program.
Create pool of qualified buyers.
Prepare all loan documents, sales contracts, covenants and restrictions.

Relocation.

Survey residents to determine their relocation needs and preferences.
Prepare relocation plan in accordance with URA and other applicable federal, state or local regulations.
Identify relocation resources.
Provide residents with required legal notices for relocation.
Counsel residents regarding relocation options, timing and relocation payments.
Schedule moves.
Maintain accurate files.
Track and report relocation expenditures and obligations.
Maintain communication with relocated residents; provide required 18 month tracking and follow-up.

Construction.

Develop phasing plan and construction critical path schedule.
Obtain regulatory approvals and permits.
Develop M/W/DBE participation goals.
Prepare bidding package strategy and coordinate with A/E.
Advertise, bid and award construction contracts.
Initiate and complete hazardous materials abatement.
Initiate and complete demolition, if applicable.
Initiate and complete construction of infrastructure.
Initiate and complete construction of housing.
Initiate and complete construction of community facilities.
Establish construction draw schedule and monitor draws against schedule.
Compile maintenance manuals and guarantees for transmittal to PCHA.

Perform inspections, monitor contractor compliance and certify completion.

Property Management/Reoccupancy.

Prepare a management plan that is responsive to the mixed-income and self-sufficiency goals.

Prepare operating expense and proforma.

Develop management policies including community rules, lease, orientation, application process, etc.

Develop a marketing program.

Develop and hold reoccupancy training.

Implement interim management, particularly if involving phased construction.

Return temporarily relocated residents to the development.

Complete unit rent-up/sales.

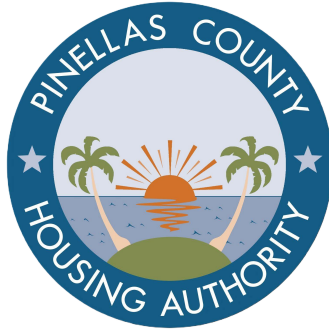
Implement long-term management plan.

Provide documentation for on-going compliance.

Asset Management (Ongoing Regulatory and Compliance Responsibilities).

Create an asset management implementation manual to guide PCHA staff.

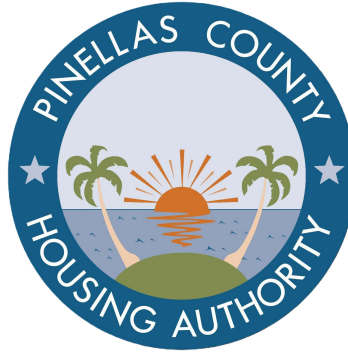
Identify PCHA personnel responsible for asset management.



Attachment B

RFP 25-011

Section 3 Plan for PCHA and Section 3 Contracting Policy and Procedures



SECTION 3 PLAN

FOR

THE PINELLAS COUNTY

HOUSING AUTHORITY

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Exhibits/Forms

Exhibit 1: PCHA Contracting Policy & Procedure

Exhibit 2: PCHA Opportunities Plan

General Policy Statement

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

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

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

Section 3 Purpose

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

Section 3 Contracting Policy and Procedure

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

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

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

Section 3 Plan

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

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

Section 3 Employment & Training Goals

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

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

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

Section 3 Program Participant Certification Procedure

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

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

Resident Hiring Requirements

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

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

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

Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

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

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

Preference for Contracting with Section 3 Business Concerns

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

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

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

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

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

Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the PCHA shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form (CBE), which can be obtained from the PCHA's designated staff. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the designated staff of the PCHA prior to the submission of bids for approval. If the PCHA designated staff previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

Resident-Owned Business Contracting

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

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

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

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

Efforts to Award Contract Opportunities to Section 3 Business Concerns

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

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

Section 3 Residents Recruitment, Training, and Employment Goals

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

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

Employment of Section 3 Program Participants

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

Contractor's Requirements in Employing Section 3 participants:

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

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

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

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

PCHA's Internal Section 3 Complaint Procedure

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

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

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

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

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

External Section 3 Complaint Procedure

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

Mr. Jameel Barnes
Director of Procurement
Housing Authority 11479
Ulmerton Road
Largo, Florida 33778

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

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

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

www.hud.gov

www.espanol.hud.gov

A written complaint should contain:

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

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

Definitions

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

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

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

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

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

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

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

Housing Authority (HA) - Public Housing Agency.

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

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

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

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

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

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

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

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

Section 3 Business Concern - a business concern,

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

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

Section 3 Covered Assistance -

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

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

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

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

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

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

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

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

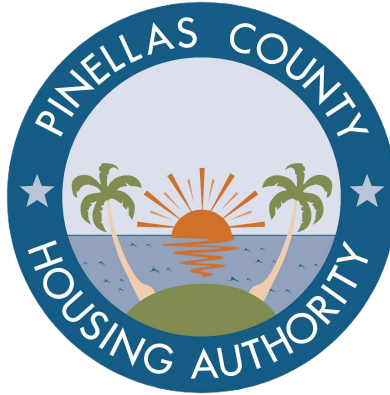
Section 3 Contract Clause

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

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

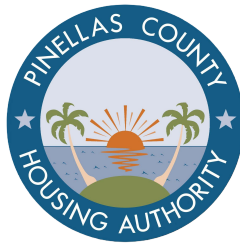
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b)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

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



PINELLAS COUNTY HOUSING AUTHORITY

SECTION 3 CONTRACTING Policy and Procedure



Section 3 Contracting Policy and Procedure

INTRODUCTION

Mission Statement

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

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

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

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

Contractors who do not qualify as a Section 3 business, but who enter into contracts with the Pinellas County Housing Authority must agree to comply with the required Section 3 Clause, attached hereto. All contractors and subcontractors, including Section 3 businesses, must comply with these requirements. Included, is the requirement that each contractor and subcontractor submit a report of Section 3 compliance with each pay request (refer to Section 3 Compliance Report). Failure to comply with these

requirements may lead to sanctions, which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this
information to: Jameel Barnes
Director of Procurement
Pinellas County Housing Authority
Email Address: JBarnes@pinellashousing.com

WHAT IS A SECTION 3 BUSINESS?

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

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

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

WHO IS A SECTION 3 RESIDENT?

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

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

ORDER OF PROVIDING PREFERENCE SECTION 3 BUSINESS CONCERN

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

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

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

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

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

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

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

This will include:

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

ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT

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

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

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

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

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and, the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

Name of Business _____

Address of Business _____

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

Attached is the following documentation as evidence of status:

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

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

For the business entity as applicable:

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

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

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

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

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

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

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

Authorizing Name and Signature

Print Authorized Name

Attested by: _____

Date: _____

(Corporate Seal)

PINELLAS COUNTY HOUSING AUTHORITY

RESIDENT EMPLOYMENT OPPORTUNITY DATA ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

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

and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is:

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

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program.

☐ Other evidence

Signature

Date

Print Name

Email Address

PINELLAS COUNTY HOUSING AUTHORITY
Section 3 INCOME LIMITS for 2025

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

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

Eligibility Guideline	
Number in Household	Low Income
1 individual	\$33,150
2 individuals	\$37,900
3 individuals	\$42,650
4 individuals	\$47,350
5 individuals	\$51,150
6 individuals	\$54,950
7 individuals	\$58,750
8 individuals	\$62,550

Resident Hiring Requirements

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

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

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

Exhibit 2**Contractor Name:** _____**Representative Name:** _____**SECTION 3 OPPORTUNITIES PLAN*****Business Opportunities and Employment Training of the Pinellas County Housing Authority
Public Housing Residents and Low and Very Low Income Neighborhood Residents*****I. Opportunities Plan**

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

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

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

II. Labor Survey:

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

Exhibit 2

III. Resident List

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

JOB TITLE	LIPCHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

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

LIAR = Low and Very Low Income Area Resident

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

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

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

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

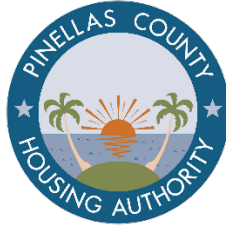
The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor Name: _____

Representative Name and Title: _____

Contractor Representative's Signature: _____

Date: _____



Attachment C

RFP 25-011

Certification Regarding Debarment, Suspension
and other Responsibility Matters

Attachment C

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

Property Owner's Legal Name: _____

Address: _____

Contact Name and Telephone Number: _____

Employer Identification Number: _____

1. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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; and

(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 application had one or more public transactions (federal, state or local) terminated for cause or default.

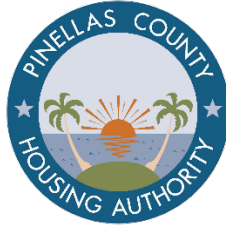
2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Signature

Name of Owner or Authorized Agent

Date



Attachment D

RFP 25-011

Non-Collusive Affidavit

Attachment D

NON-COLLUSIVE AFFIDAVIT

State of: _____) s.s.

County of: _____)

_____ being first duly sworn, deposes and says:

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

Signature of:

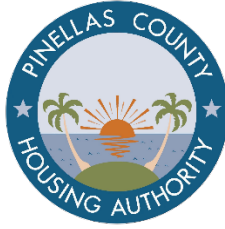
Applicant, if the vendor is an individual

Partner, if the vendor is a Partnership

Officer, if the vendor is a Corporation

Subscribed and sworn to before me this _____ day of _____

MY COMMISSION EXPIRES _____, 20__



Attachment E

RFP 25-011

Certification Regarding Lobbying

Attachment E

CERTIFICATION REGARDING LOBBYING

Property Owner's Legal Name: _____

Address: _____

Contact Name and Telephone Number: _____

Employer Identification Number: _____

The Applicant and its principals certify 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.

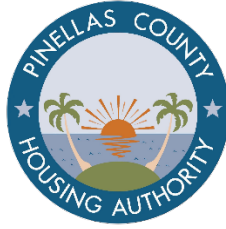
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Signature

Name of Owner or Authorized Agent

Date



Attachment F

RFP 25-011

Certification of Non-Organizational Conflict of Interest

Attachment F

CERTIFICATE OF NON-ORGANIZATIONAL CONFLICT OF INTEREST

Property Owner's Legal Name: _____

Address: _____

Contact Name and Telephone Number: _____

Employer Identification Number: _____

The Applicant certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Applicant's organizational, financial, contractual or other interests may, without some restriction on future activities:

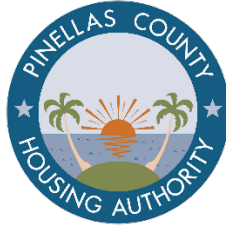
- (a) Result in an unfair competitive advantage to the Applicant; or,
- (b) Impair the Applicant's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

Signature

Name of Owner or Authorized Agent

Date



Attachment G

RFP 25-011

Developer Application Priority Certification

Attachment G

DEVELOPER APPLICATION PRIORITY CERTIFICATION

I, _____ hereby certify on behalf of
_____ (Insert name of Developer)

and its key principals that:

(i) no application for development funding submitted by this Developer, other than by score or rank, will have priority over any application for funding for the proposed project for which is described in this RFQ or for which the Developer and the Pinellas County Housing Authority (the Authority) have entered into partnership to develop and,

(ii) that the Developer will make every effort to give this project priority over any other projects it will be submitting funding applications for, and

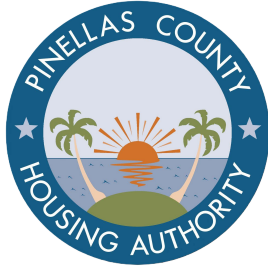
(iii) the Developer will make every effort not to submit competing applications within the same geographic, demographic or special set-aside categories within a funding cycle, without notification to the Authority and written approval by the Authority, and

(iv) the Developer will provide notice to the Authority of any and all contemplated competing funding applications within any same funding cycle in which the Authority intends to submit an application.

Signature of Key Principal of Developer

Printed Name of Key Principal of Developer

Date: _____



Attachment H

HUD 5369-B Instructions to Offerors – Non-Construction

Instructions to Offerors Non-Construction

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



- 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

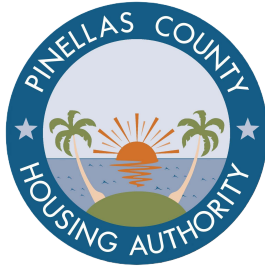
Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award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



Attachment I

HUD 5369-C

Certifications and Representations of Offerors – Non-Construction Contract

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

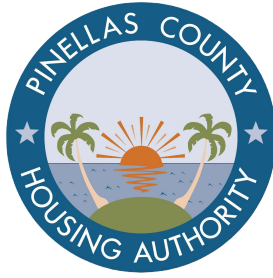
7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



Attachment J

HUD 5370-C

General Conditions for Non-Construction Contracts- Section I

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. 1/31/2017)

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.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

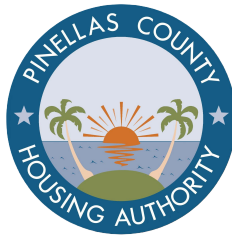
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance 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.



Attachment K

Contract Provisions-2 CFR

200.326

§200.326 Contract provisions.

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

Part 200, Appendix II

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

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

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

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

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

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

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

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

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

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

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

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

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

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