



REQUEST FOR PROPOSALS

RFP # P19-002

Annual Audit Services

28050 US Hwy 19 N., Suite 103
Clearwater, FL 33761

March 18, 2019



Date: March 18, 2019
Project Title: Annual Audit Services
RFP Request for Proposal # P19-002
Delivery due Date / Time: Monday, April 8, 2019, by 12:00 PM EST
TO: Qualified Firms
SUBJECT: Request for Proposal # P19-002

Clearwater Housing Authority (CHA) also DBA Clearwater Housing Development Corporation herein solicits proposals from qualified responsible accounting firms interested in performing the Financial External Audit of CHA/CHDC, finance and operations in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD).

Each Proposer should submit one (1) electronic version of the Proposal to CHA. Proposals can be submitted via flash drive or CD, emailed directly to mcvetinovic@clearwaterhousingauth.org or submitted via eProcurement through CHA's website at www.clearwaterhousingauth.org.

Proposals may also be hand delivered, or, should you choose to mail the Proposal through the United States Postal Service, it must be mailed return receipt requested. The submissions will be date/time stamped by CHA staff and must arrive by the specified time regardless of the postmark date. THERE WILL BE NO EXCEPTIONS.

All proposals will be accepted until: 12:00 PM EST, April 8, 2019.

By submission of a bid that is accepted, the Contractor agrees to enter into a contract with CHA to complete all work as specified or indicated in the contract documents. The Contractor further accepts all of the terms and conditions of the RFP.

NOTE: CHA reserves the right to reject any or all bids if such action is in their best interest and to waive any and all informalities and irregularities, in its sole discretion. CHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of CHA.

Questions regarding the attached RFP must be directed to Mikki Cvetinovic, Procurement Officer, via email mcvetinovic@clearwaterhousingauth.org.

Sincerely,

Jacqueline Rivera
Chief Executive Officer

Table of Contents

SECTION I – Request for Proposals	5
1.1 NOTICE OF INTENT TO RECEIVE PROPOSALS	5
1.2 INTRODUCTION	5
1.3 AUTHORITY INFORMATION.....	5
1.4 CLEARWATER HOUSING AUTHORITY’S RESERVATION OF RIGHTS	7
1.5 SCOPE OF WORK	8
1.6 BRIEF AGENCY PROGRAM OVERVIEW	10
1.7 COMPLETION TIME FRAME.....	10
1.8 AUDIT REPORTS.....	11
1.9 PROPOSAL FORMAT	11
TAB 1. FORM OF PROPOSAL.....	12
TAB 2. FORM HUD 5369-C (08/93) Certifications and Representations of Offerors, Non-Construction	
TAB 3. FIRM’S EXPERIENCE & PAST PERFORMANCE	12
TAB 3. PROPOSED SERVICES.....	13
TAB 5. TEAM QUALIFICATIONS.....	13
TAB 6. PROPOSED COSTS	14
TAB 7. SDB/MBE/WBE PROGRAMS.....	14
TAB 8. SECTION 3 COMPLIANCE EFFORTS.....	14
TAB 9. ADDITIONAL VENDOR PROVIDED INFORMATION	14
TAB 10. REQUIRED FORMS.....	15
1.10 SUBMITTAL DEADLINE	15
1.11 PROPOSAL EVALUATION CRITERIA.....	16
1.11.1 Selection Process	17
1.12 CONTRACT REQUIREMENTS.....	18
1.12.1 Insurance	18
1.12.2 Indemnification	21
1.12.3 SDB/MBE/WBE Participation.....	21
1.12.4 Section 3 Requirements	22
1.12.5 Rules, Regulations and Licensing Requirements.....	22

1.12.6 Assignment.....	22
1.13 CONFIDENTIAL MATERIAL.....	23
SECTION II – List of Exhibits	24

SECTION I – Request for Proposals

1.1 NOTICE OF INTENT TO RECEIVE PROPOSALS

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the Clearwater Housing Authority (CHA) formally requests competitive proposals from licensed, qualified, responsible firms interested in performing the Financial External Audit of CHA's finance and operations in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD) as described and subject to the terms described herein.

1.2 INTRODUCTION

The Clearwater Housing Authority (CHA or the Authority) is soliciting proposals from qualified. Licensed and insured entities ("Contractor") to provide annual audit services for its organization. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The CHA contemplates an award of a firm fixed price contract resulting from this solicitation. The external audit for CHA shall begin not earlier than June 15th for each year and not later than August 15th for each year and shall be completed within ninety (90) days of commencement. The term of the contract will be for FYE 03/31/19 with an option to renew after the first year for four (4) additional one year terms. CHA reserves the right not to exercise the option year(s). Per the Annual Contribution Contract (ACC), CHA may determine the term as it deems reasonable.

1.3 AUTHORITY INFORMATION

The Clearwater Housing Authority (CHA) is a public housing authority and a Florida public entity established in 1941, and created under Chapter 421, Florida Statutes. Our mission is to lead and create housing opportunities to enhance the lives of those we serve by creating innovative communities, providing dignified environments and nurturing self-sufficiency.

CHA develops, owns and manages public and affordable housing in the City of Clearwater, as well as, administers other federal housing subsidy programs. In 2015, CHA executed an interlocal agreement to provide executive management services and the implementation of economies of scale for Dunedin Housing Authority (DHA). CHA also controls a corporate instrumentality,

Clearwater Housing Development Corporation (CHDC), which manages all CHA properties. All CHA board commissioners serve on the CHDC board as well. CHA's administrative office is located at 28050 US Hwy 19 N., Suite 103, in Clearwater, Florida, where relevant financial and accounting records are located.

Presently CHA has two hundred and thirty-five (235) public housing units located on five (5) separate sites. Additionally, CHA administers approximately twelve hundred (1,200) Housing Choice Vouchers. CHA estimates it will administer approximately \$8.5 million in Housing Choice Voucher Assistance and \$468,000 in Mainstream Vouchers in payments to private landlords during fiscal year 03/31/19. CHA received approximately \$772,000 in administrative fees for the housing assistance programs.

CHA owns and operates five hundred twenty-nine (529) affordable housing units in three (3) separate developments. They receive no direct city, state or federal monies.

PROPERTIES:

The Corporate Square: 28050 US Hwy 19 N., Clearwater. CHA purchased this property in 2016 and relocated its Central Offices there in 2017.

Affordable Housing Properties: There are no city, state or federal monies utilized in the operation of these communities.

Hampton at Clearwater Apartments: This 275-unit apartment community was purchased through the issuance of bonds. Twenty percent (20%) of these units are available for low-income families under the CHA's affordable housing program. A separate report is issued on this operating segment.

Pineview Apartments: This 50-unit apartment community was purchased in 1999 using proceeds from housing revenue bonds. All of these units are priced below fair market value for the area in order to assist low-income families under the CHA's affordable housing program. A separate report is issued on this operating segment.

Mainstreet Apartments: This 204-unit apartment community was purchased in 2000, using proceeds from housing revenue bonds. Twenty percent (20%) of these units are available for low-income families under the CHA's affordable housing program. A separate report is issued on this operating segment.

Public Housing Developments:

Barbee Towers: This property consists of 150 units in a high rise facility dedicated to the elderly and disabled. Barbee Towers is located in Clearwater, Florida. These units are administered under the CHA's Public Housing Program.

Ralph Richards Tower: This property consists of 50 units in a high rise facility dedicated to the elderly and disabled. Ralph Richards Tower is located in Clearwater, Florida. These units are administered under the CHA's Public Housing Program.

Palmetto Homes: These properties consist of 2 single family units located in Clearwater, Florida. These units are available to low-income families under the CHA's Public Housing Program.

Paradise Trail: This 13-unit property was purchased August 2013 utilizing 1st increment Replacement Housing Factor monies.

Fairway Gardens: This 20-unit property was purchased September 2014 utilizing 1st and 2nd increment Replacement Housing Factor monies.

GRANTS:

Operating Subsidy: CHA received approximately \$596,000 of operating subsidy be the Department of HUA in 2018.

Capital Funding Program (CFP): CHA received approximately \$612,000 of capital funding by the Department of HUD in 2018. These funds are used to maintain and modernize the public housing communities.

Replacement Housing Factor Program (RHF): CHA currently administers approximately \$202, 000 in RHF funding.

CHA has approximately 20 staff members at the CHA's main office and approximately 40 staff members who work at the properties under CHDC. Total assets as of 03/31/18 were \$48,771,529. The last Financial Audit was conducted for FYE 03/31/18. There were no audit findings.

1.4 CLEARWATER HOUSING AUTHORITY'S RESERVATION OF RIGHTS

- 1.4.1 The Clearwater Housing Authority (CHA) reserves the right to accept or reject any or all Proposals, in whole or in part, received as a result of the RFP; to take exception to the RFP specifications; to waive any irregularities and/or informalities; or to negotiate with any or all Proposers, in any manner necessary,

to serve the best interest of the CHA. Proposer may be excluded from further consideration for failure to comply fully with the specifications of the RFP.

- 1.4.2 The CHA also reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of material, or employees.
- 1.4.3 The CHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals.
- 1.4.4 The CHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.4.5 The CHA reserves the right not to award a contract pursuant to this RFP.
- 1.4.6 Nothing in the RFP shall be interpreted or construed as creating any contractual relationship, Authority, or partnership between the Proposer and the CHA.

1.5 SCOPE OF WORK

The Agency is seeking proposals from qualified and licensed entities to provide the Agency with the following detailed services:

- 1.5.1 The audit firm selected will be required to perform an audit for the projects/grants/programs described for FYE 03/31/2019 in accordance with applicable HUD regulations, the A-102 provisions of the OMB audit standards and the single audit act. The firm will be asked to render an opinion as follows:
 - 1. Do the financial statements of CHA fairly present the financial position in accordance with Generally Accepted Accounting Principles (GAAP)?
 - 2. Does CHA have external accounting and other control systems to provide reasonable assurances that they are in compliance with applicable laws and regulations?
- 1.5.2 The audit firm will be required to prepare a management letter with recommendations for improvements in accounting and other controls systems.

- 1.5.3 The audit firm will be required to prepare a debt service coverage ratio letter to CHA for each affordable housing property.
- 1.5.4 The audit firm will be required to conduct a compliance audit to determine whether the CHA has any material non-compliance with relevant HUD regulations and/or Federal and State statutory requirements applicable to the programs CHA administers; specifically, to confirm whether CHA is in compliance with the HUD Public Management Assessment System (PHAS) program indicators and the Section Eight Management Assessment Program (SEMAP).
- 1.5.5 Verify that any outstanding audit findings from prior years have been cleared.
- 1.5.6 The audit must be performed in accordance with Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS); the Single Audit Act of 1984; P.L. 98-502; the Single Audit Act Amendments of 1996; P.L. 104-156; applicable OMB Circular A-133 Compliance supplements; and the McKinney Homeless Assistance Act (see HUD Directive 583.235 and 583.305). The audit must be performed in accordance with the Auditing Standards Generally Accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act as amended, and the U.S. Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 1.5.7 Within the attestation, the firm will opine upon whether the electronic data submitted is the same as the information issued in the audited hard copy financial statements.
- 1.5.8 The audit is to include sufficient procedures to establish whether, in all material respects, the amounts presented for March 31, 2019 are fairly presented. The auditor will not rely upon the work of any predecessor auditor for the March 31, 2018 financial statement balances.
- 1.5.9 The attestation procedures must be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants and the U.S. Department of Housing and Urban Development's *Guidelines on Reporting and Attestation Requirements of Uniform Financial Reporting Standards (UFRS)*, dated May 2001.
- 1.5.10 It is the goal of the Agency that the chosen auditor will verify that the Agency's operations are in compliance with all applicable laws and governmental regulations; that financial procedures are being utilized and reports are in

compliance with established policies, generally accepted accounting principles and other applicable rules and regulations.

- 1.5.11 For the audit, the successful proposer will be required to prepare all reports required by GAAS, the Single Audit Act as amended, as well as any and all reports required by federal, state, or local laws and regulations. For the attestation, the successful proposer will be required to report electronically to REAC in accordance with the Uniform Financial Reporting Standards regulations, 24 CFR Part 5, at least fifteen (15) calendar days, or earlier, prior to HUD submission due date to prevent being “late presumptively failed.” Tasks related to electronic submission will be completed when submissions acceptable to HUD REAC have been delivered.
- 1.5.12 The Contractor will promptly notify the Agency Executive Director in writing should its auditors discover fraud, defalcations, or similar irregularities involving federal funds. The operations of the Agency involving federal funds and its related entities include, but are not limited to, the programs identified within the immediate-following section.

1.6 BRIEF AGENCY PROGRAM OVERVIEW

The Agency was last audited for the fiscal-year end March 31, 2018. The programs the Agency will require the successful proposer to audit for the fiscal years ending FYE2019, FYE2020, FYE2021, include the following Agency programs and items:

- 1.6.1 Capital Fund Program grants (CFP) for the four fund years that may be active during the audited fiscal year(s); 2015, 2016, 2017, 2018, 2019
- 1.6.2 Housing Choice Voucher (Section 8) Housing Program (includes Mainstream Vouchers) with 1,340 vouchers (ACC authorized);

1.7 COMPLETION TIME FRAME

The FYE March 31, 2019 audit must be performed and the report submitted by September 16, 2019, including:

- 1.7.1 Field work must be completed by 8/1/19.

1.7.2 Draft report must be submitted to CHA for review by 9/1/19.

1.7.3 The Agency will endeavor to complete the draft review by 9/7/19.

1.7.4 As long as the Agency meets the date detailed within 1.7.4, the Final Report must be prepared for submission by 9/16/19 (NOTE: This date may, by prior approval of the Agency, be extended by any amount of additional time that the Agency may take to complete the task detailed within the preceding section 1.7.3 herein.)

1.8 AUDIT REPORTS

No later than 7 days after completion, the successful proposer will be required to submit a total of 10 hard copies of the Single Audit Report and an electronic copy of the report to the Agency.

1.8.1 REAC. The successful proposer shall perform the agreed upon procedures related to the FDS submission process to REAC; and must have obtained the required REAC user access and "M" number to successfully submit the REAC data no later than 10 days after completion of the audit.

1.8.2 Previous/Current Contractor(s). The Agency's most recent provider of these services is Berman, Hopkins, Wright & LaHam, CPAs and Associates, LLP.

1.9 PROPOSAL FORMAT

The Clearwater Housing Authority (CHA) intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low proposal" basis ("Best Value", in that the CHA will, as detailed within the following section 1.11, consider factors other than just cost in making the award decision). Therefore, so that the CHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be organized as outlined below. None of the proposed services may conflict with any requirement the CHA has published herein or has issued by addendum.

The proposals shall be:

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins
2. Shall be properly bound
3. Tabbed between sections

Proposals can also be submitted in a PDF format via e-mail (read receipt requested) or through eProcurement.

Each proposal will be reviewed to determine if it is complete prior to actual evaluation and the CHA reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

Clarity and conciseness of responses will be valued over sheer volume. If Proposer fails to provide all categories of information required in the RFP, the Proposer may be disqualified from further award consideration. However, CHA reserves the right in its sole discretion to waive minor irregularities.

Firms who submit proposals in response to the RFP may be required to give an oral presentation of their proposals to housing authority representatives. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session and does not contemplate or authorize negotiation. Oral presentation is an option of the housing authority in its sole discretion at the housing authority's request.

Page separators and tabs should clearly identify each section to facilitate quick reference and comparison to the material submitted by other proposers. If no information is to be placed under any of the below noted tabs, please state "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

TAB 1. FORM OF PROPOSAL

This Form is attached hereto as Attachment A to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

TAB 2. FORM HUD 5369-C (08/93) Certifications and Representations of Offerors, Non-Construction Contract.

This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

TAB 3. FIRM'S EXPERIENCE & PAST PERFORMANCE

Please provide a brief narrative of the primary firm and any sub-Contractor proposed in the response. You must provide the following: (1) name of firm, (2) ownership type, (3)

year established, (4) office locations, (5) number of employees, (6) description of firm's core business lines, (7) principals.

Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Discuss your experience providing audit services to public housing authorities, and any other relevant experience. Describe the experience of the individuals to be employed in this effort.

Along with this, provide at least three former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. Provide the point of contact, telephone number, e-mail address and title of references.

TAB 3. PROPOSED SERVICES

The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the preceding Section 1.5 herein, including, but not limited to:

1. The proposal must contain information demonstrating the organizational structure and qualifications of Responder's key personnel including relevant experience in the field of auditing of public housing operations. The proposal may include one or more Contractors.
2. The proposers DEMONSTRATED TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) to performing the services outlined in Section 1.5, Scope of Work, and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).

TAB 4. PROPOSED ENGAGEMENT LETTER

The proposer may submit a copy of his/her proposed Engagement Letter.

TAB 5. TEAM QUALIFICATIONS

- a. Organizational Chart: should include the entire assigned team.
- b. Personnel: provide resumes or CVs for personnel who will be representing the firm and who have provided technical skills on projects similar to that required in this Request.
- c. Documentation that the audit firm is independent and licensed to practice in the State of Florida.
- d. Submit a copy of two (2) most recent external quality control review reports indicating quality audit work.

- e. An affirmation that the account manager and/or senior partner assigned to perform the audit is a certified public accountant with at least five (5) years of accounting experience.
- f. An affirmation that the account manager and/or senior partner assigned to perform the audit will be on-site at least 75% of the time during audit fieldwork to supervise audit staff.
- g. An affirmation that the firm has no conflict of interest because of any other work performed.
- h. Availability: indicate the availability of staff; demonstrate that firm has the adequate resources to perform the work in the time allotted. What is the availability of key personnel relative to other work currently under contract?
- i. Claims, Lawsuits or Defaults: provide a list of any outstanding claims, lawsuits or defaults, suspensions or debarments on the part of Contractor, the Firm, or any of its subsidiaries. Please indicate whether any contract for similar services has been terminated prior to completion and describe the circumstances for termination

TAB 6. PROPOSED COSTS

A complete cost proposal and/or fee schedule. Provide an annual fee quote for the performance of the Annual Financial External Audit as stated herein. Cost proposals/fee schedules shall include all direct and indirect costs, including profit and overhead and are to be based on estimated hours and staff rates. The cost proposal should be based upon each of the work requirements as contained in this document. Cost proposals are subject to negotiation, and will be based upon the Scope of Work described in Section 1.5 herein.

TAB 7. SDB/MBE/WBE PROGRAMS

Certified SDB/MBE/WBE firms must submit copies of its Certification from any governmental certifying Authority, as described in Section 1.11.3 of the Proposal.

TAB 8. SECTION 3 COMPLIANCE EFFORTS

Provide a detailed plan on your strategy for complying with Section 3 requirements, following the guidelines set forth in Section 1.12.4 of the Proposal.

TAB 9. ADDITIONAL VENDOR PROVIDED INFORMATION

This section is reserved for vendors to provide additional information that may interest the Authority or further enhance the evaluation of any criteria. Please state the evaluation criteria for which the information is being submitted. Examples include: awards, recognitions, letters of appreciation, customer surveys, letters of recommendation, issue and resolution examples, previous Section 3 compliance, etc.

TAB 10.REQUIRED FORMS

Please refer to Section II, List of Exhibits. The following forms and documents must be included in Proposal submission:

1. Fully completed and executed Form of Proposal
2. Completed and signed copy of HUD Form 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
3. Letter of Interest (1 page) containing at minimum: Company name, contact name, address, telephone, e-mail address, fax, and website, if applicable
4. Completed and signed copy of Contractor's Certification of Record of Authorization to Execute Bid/Contract on Behalf of Company
5. Completed and signed copy of Non-Collusive Affidavit of Contractor/Subcontractor.
6. Sworn Statement Pursuant to Section 287.133(3) (a) Florida Statutes, on Public Entity Crimes
7. Copy of SDB/MBE/WBE Certificate, if applicable
8. Copy of SDB/MBE/WBE Utilization Summary, if applicable
9. Section 3 Business Opportunities Plan
10. Proposer's proof that Firm or individual is licensed to do business in the State of Florida
11. Proof of Insurance
12. Completed W9 Form

1.10 SUBMITTAL DEADLINE

Proposals must be received in completed form no later than the proposal submission date and time. Proposals submitted after the designated date and time will not be accepted for any reason.

This request for proposals is available electronically by contacting the Procurement Officer, Mikki Cvetinovic at mcvetinovic@clearwaterhousingauth.org. Interested respondents that receive the RFP directly from the Authority will be placed on an "Interested Parties" list and will receive updates and addendums to the RFP as they become available.

No pre-proposal conference is scheduled for this RFP. Addendums, if required, will be sent to the firms on the "Interested Parties" list, and posted online at eProcurement.

The last date for submitting questions regarding this solicitation is March 25, 2019, by 12:00 p.m. EST. Please submit all questions in writing to procurement@clearwaterhousingauth.org.

1.11 PROPOSAL EVALUATION CRITERIA

All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. A contract will be awarded to the Proposer whose proposal best meets the needs and requirements of CHA/DHA for the best value, as determined by CHA in their sole discretion. CHA reserves the right to reject any or all proposals, to award one or more contracts, or no contract.

The following factors will be utilized by CHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	30 points	Objective	The PROPOSED COSTS the Proposer proposes to charge the Clearwater Housing Authority.
2	20 points	Subjective (Technical)	The Proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.). Qualifications of staff, including consultants, to be assigned to audit staff. Skills, certifications, education, including continuing education courses taken during the past three years, position in the firm and years and types of experience will be considered. This may be determined from resumes submitted, and/or by job descriptions of staff to be hired.
3	20 points	Subjective (Technical)	The Proposer's DEMONSTRATED KNOWLEDGE of duties required to perform audits for public housing authorities.
4	20 points	Subjective (Technical)	The Proposer's DEMONSTRATED EXPERIENCE in performing similar work and the Proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5	10 points	Subjective (Technical)	The OVERALL CLARITY, PROFESSIONAL QUALITY AND RESPONSIVENESS OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
6	Yes/No (no points)	Objective	SDB/MBE/WBE PARTICIPATION, DESIGNATION, AND/OR JOINT VENTURE: Small Disadvantaged Business

			(SDB), Minority Business Enterprise (MBE), Women Business Enterprise (WBE) designation, participation and/or joint venture. A. SDB/MBE/WBE designated firm – submit a copy of state or local certification, OR B. Joint venture or subcontract with a SDB/MBE/WBE firm – submit a copy of state or local certification of joint venture partners or subcontractors and SDB/MBE/WBE Utilization Form showing percentage of ownership or participation
	100 points		Total Points (other than preference points)

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		Objective	SECTION 3 PREFERENCE PARTICIPATION: If proposer is claiming a Section 3 Preference, their proposal must include a fully completed Section 3 Opportunities Plan and related documents hereto in Exhibit K.
7a	2 points		Section 3 Business Certification Preference
7b	6 points		Section 3 hiring
7c	2 points		Joint venture or subcontract with a designated Section 3 Business Enterprise Training program – through commitment to train residents utilizing their own program(s) or committing to a contribution to CHA Resident Family Self Sufficiency Program
	10 points	10 points	

110 points	Total Possible Points
-------------------	------------------------------

All Contractors who are awarded contracts by CHA must comply with CHA’s Section 3 Policy. CHA encourages resident participation in all contracts. Proposer may submit their Section 3 strategy for compliance, which can be met using the options on the Section 3 Opportunities Plan. Such strategy must comply with the Section 3 Business Concern, employment and/or training preferences, or contracting preference, or both, if applicable.

1.11.1 Selection Process

1. Interviews: The Authority shall evaluate the proposals based on the evaluation factors listed above. An interview with finalists may or may not be required, at the discretion of CHA. In the event an interview is required, the interview will be evaluated using up

- to a possible (10) bonus points. Points awarded will be added to Proposer's final score.
2. **Selection:** The Authority will enter into a contract with the firm providing the "Best Value" to the Authority.

1.12 CONTRACT REQUIREMENTS

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

The selected Contractor must also comply with the following Authority requirements:

1.12.1 Insurance

The successful Proposer shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has expiration or renewal dates occurring during the term of the Contract or extensions thereof. The Proposer shall require all subcontractors to carry the insurance required herein, or the Proposer may provide the coverage for any of the subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Proposer and all subcontractors agree that insurers shall waive their rights of Subrogation against CHA.

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

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

1. Proposer's insurance coverage shall be primary and noncontributory with respect to CHA, its officials, employees and volunteers.
2. To the extent that subcontractors may be used, Proposer shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
3. Certificates of insurance and endorsements shall be furnished to CHA and approved by CHA before services are furnished. CHA must be named as and "Additional Insured".
4. The following standard insurance policies shall be required:
 - i. Commercial General Liability Policy
 - ii. Professional Liability/Errors and Omissions
 - iii. Workers' Compensation Policy.
 - iv. Automobile Liability.
 - v. Blanket Crime.

Approval, disapproval or failure to act by CHA regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility of liability for damages and accident as set forth in the contract documents. Neither shall bankruptcy, insolvency or denial of liability by the insurance company exonerate Proposer from liability.

The following requirements are applicable to all policies:

1. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with A-VII or better rating in accordance with current A.M. Best Key Rating Guide.
2. Only insurance carriers licensed or dully authorized to do business in the State of Florida will be accepted.
3. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by CHA.
4. "Claims made" policies will not be accepted.
5. CHA, its officers, employees, and volunteers are to be added as "Additional insured" to the General Liability, Professional Liability, and the Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to CHA, its officials, employees, or volunteers.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request has been given to CHA.
7. Upon request, certified copies of all insurance policies shall be furnished to CHA.

I. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Minimum limits of \$1,000,000 per Occurrence with an annual Aggregate of \$5,000,000 for Bodily Injury, Personal Injury and Property Damage.
2. Coverage shall be provided for premises/operations and product/completed operation hazards.
3. The ISO Commercial General Liability Policy form ("Occurrence form CG 001, ED. 11/80) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written qualification submittal and must be approved by CHA.

II. PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS

The successful Proposer shall provide evidence that the firm is currently registered in the State where the project is located and carries Errors and Omissions insurance with a minimum limit of \$1,000,000. You or your firm may fulfill this request by providing a copy of your/its license or registration with the State of Florida Department of Business and Professional Regulation and/or confirmation from the State of Florida Department of State that the corporation is registered with the State. Proof of errors and omissions coverage can be met by providing a current Certificate of Insurance.

III. WORKER'S COMPENSATION POLICY

1. Minimum employer's liability limits.
 - i. By Accident – Florida Statutory Limit.
 - ii. By Disease – Florida Statutory Limit.
2. A waiver of subrogation in favor of CHA must be endorsed to the policy.
3. "Florida", must appear on item 3A of the Worker's Compensation coverage declarations page, or item 3C must contain the following; "All States except those listed in item 3A and the States of NV, ND, OH, WA, WV, and WY.

IV. AUTOMOBILE LIABILITY. The following Automobile Liability Insurance will be required:

1. On Owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$500,000.00, each Accident for Bodily Injury and Property Damage.

2. Insurance Services Office Business Auto coverage form (CA 0001, Ed. 6/92) or broader with symbol 1, "any auto" shown in the *Covered Autos* portion of the declaration page.
- V. BLANKET CRIME coverage shall include all persons employed under this contract against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks with policy limits of not less than \$500,000 per occurrence.

1.12.2 Indemnification

The successful Proposer will be required to protect, defend, indemnify, keep, save, and hold CHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Proposer, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of, the indemnification provision. The successful Proposer will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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

1.12.3 SDB/MBE/WBE Participation

In accordance with 24 CFR, Part 85.36 (e)(2)(1)-(v), HUD requires CHA to report annually the dollar amount contracted to small disadvantaged, minority and women's business enterprise (SDB/MBE/WBE). As often as possible, CHA will award contracts to those Contractors who are a SDB, MBE or WBE, or subcontract with a SDB, MBE or WBE. However, CHA does not give a higher preference to a company who is a certified SDB, MBE or WBE when awarding bids.

Certified SDB/MBE/WBE firms must submit copies of its Certification from any governmental certifying Authority.

CHA encourages joint ventures and/or partnerships with qualified small disadvantaged, minority and women-owned firms. The names of all Contractors/subcontractors whom a Proposer is interested in forming a joint venture or partnership with on this project should be included in the Proposal. CHA reserves the right at its own discretion to reject any subcontractor recommended in the proposal. Each joint venture business must submit all forms required herein.

1.12.4 Section 3 Requirements

Pursuant to 24 CFR, the Proposer shall comply with CHA's approved Section 3 Policy and Procedures, attached hereto in Exhibit K, relative to residents for the contract awarded by CHA. Each proposal shall include a plan for employment and training of Section 3 residents.

The selected Contractor and all subcontractors shall be required to consider employment applications from Section 3 residents, as material term of any contract resulting from this RFP. Furthermore, the Proposer shall describe in detail show it plans to use the services of CHA/Section 3 Resident-owned Businesses or businesses that employ significant numbers of Section 3 Residents to meet its Section 3 obligations.

The Section 3 Clause included in Exhibit K, Section 3 Contracting Procedures, Guidelines and Forms, will be part of any contract that is signed by CHA.

1.12.5 Rules, Regulations and Licensing Requirements

Each proposer and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required to perform in accordance with the contract scope of services herein. In addition, the Proposer shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Proposer is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect performance on the proposed management services contract.

1.12.6 Assignment

The successful Proposer shall not enter into any subcontracts, retain Contractors, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any or all of its rights, title or interest therein, or its power to

execute such contract to any person, company or corporation without the prior written consent and approval of CHA.

1.13 CONFIDENTIAL MATERIAL

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

1.14 FINANCIAL STATEMENTS

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

1.15 WITHDRAWAL OF PROPOSALS

Proposal may be withdrawn via written request by the Proposer with the Proposer's signature prior to the established due date and time. Written withdrawal can be sent via e-mail, fax or mailed (as long as postmarked prior to due date and time), to the attention of the Procurement Officer. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its proposal after the due date and time specified.

1.16 INCURRING COSTS

CHA is not liable for any costs incurred by any Proposer prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Proposer. All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Proposer. All supporting documentation and manuals submitted with each Proposal will become the property of CHA unless otherwise indicated by the Proposer at the time of submission.

1.17 THIRD PARTY CLAIMS ON SERVICES OR SOFTWARE

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

SECTION II – List of Exhibits

The following attachments are required and/or included as part of this RFP and shall be incorporated into the Proposer's proposal/contract (Tab 9, Required Forms):

- A. Form of Proposal
- B. Form HUD 5369-B (8/93), Instructions to Offerors Non-Construction
- C. Form HUD 5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract
- D. Form HUD 5370-C (01/2014), General Conditions for Non-Construction Contracts Section 1
- E. Letter of Interest
- F. Contractor's Certification of Record of Authorization to Execute Bid/Contract on Behalf of Company
- G. Non Collusive Affidavit of Contractor/Subcontractor
- H. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- I. SDB/MBE/WBE Certificate (if applicable)
- J. SDB/MBE/WBE Utilization Summary
- K. Section 3 Contracting Procedures, Guidelines and Forms
- L. Proof of Eligibility to do business in the State of Florida
- M. Proof of Insurance
- N. Completed W-9 Form

EXHIBIT A

FORM OF PROPOSAL

FORM OF PROPOSAL
RFP Exhibit A

Please indicate that you have received the items listed below in your proposal packet and if instructed, have returned the completed forms with your submission by placing an "X" where provided. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X	Exhibit	Submittal Items	Submission Required
	A	Form of Proposal	Y
	B	Form HUD 5369-B (8/93)	N
	C	Form HUD 5369-C (8/93)	Y
	D	Form HUD 5370-C (01/2014)	N
	E	Letter of Interest	Y
	F	Contractor's Certification and Record of Authorization to Execute Bid/Contract on Behalf of Company	Y
	G	Non Collusive Affidavit of Contractor/Subcontractor	Y
	H	Sworn Statement Section 287.133(3)(a)	Y
	I	SDB/MBE/WBE Certificate (if applicable)	Y
	J	SDB/MBE/WBE Utilization Summary	Y
	K	Section 3 Plan, Procedures, Forms	Y
	L	Proof of State of Florida License	Y
	M	Proof of Insurance	Y
	N	Completed W9 Form	Y

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES ___ or NO ___. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submission, which priority are you claiming? _____.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the CHA. Pursuant to all RFQ Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the CHA with the services described herein within the areas provided pertaining to this RFQ.

Signature

Date

Printed Name

Company

EXHIBIT B

**HUD FORM 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:]

EXHIBIT C

HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT D

HUD FROM 5370 – C GENERAL CONDITIONS OF THE CONTRACT NON-CONSTRUCTION

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

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

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

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

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

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

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

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

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

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

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

EXHIBIT E

LETTER OF INTEREST

EXHIBIT F

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

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

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

Affix Corporate Seal:

Signed: _____

Title: _____

Date: _____

EXHIBIT G

NON COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

State of _____

County of _____

(Company name), being first duly sworn, disposes and says:

That _____
(A partner or officer of the firm of, etc.)

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

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 2_____.

STATE OF

NOTARY PUBLIC

My commission expires _____, 2_____.

Personally known

OR produced identification

(Type of identification)

EXHIBIT H

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

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

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

Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 19_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

EXHIBIT I

SDB/MBE/WBE CERTIFICATE (IF APPLICABLE)

EXHIBIT J

SDB/MBE/WBE UTILIZATION SUMMARY

Required Form

SMALL DISADVANTAGED BUSINESS (SDB)
 MINORITY BUSINESS ENTERPRISE (MBE)
 WOMEN OWNED SMALL BUSINESS (WOSB)
 UTILIZATION SUMMARY

Description of work: _____ Project: _____

Base Bid: \$ _____ Total SDB, MBE, WOSB Goal: _____

Certified Contractor's or Subcontractor's Name & Address	SDB	MBE	WOSB	Trade	Telephone #	Dollar Amt.

Total Dollar Amount Achieved for SDB ____, MBE ____, WOSB ____, Goal \$ _____
 SDB ____, MBE ____, WOSB ____, Percentage of Base Bid Achieved ____ (Percentage may be rounded to the nearest tenth %)
 _____%

Note: If the Utilization Summary Form does not indicate that the goal has been met, then the prime contractor must include with its payment/draw request to Clearwater Housing Authority all documentation of good faith effort to comply with Paragraph 38 of the General Condition of the Contract for Construction.

Certified True and Correct by

 Contractor/Legal Representative Title Date

- ◆ "Small Disadvantaged Business" is a small business that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or stockholders. One or more disadvantaged individuals must also control the management and daily operations.
- ◆ "Minority Business Enterprise" is a business which is at least 51 percent owned or controlled 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: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
- ◆ "Women Owned Small Business" means a small business that is at least 51 percent owned by a woman or women who are U.S. Citizens. The woman or women must also control the management and daily operations of the business.

EXHIBIT K

SECTION 3 CONTRACTING PROCEDURES, GUIDELINES AND FORMS



CLEARWATER HOUSING AUTHORITY

SECTION 3 PLAN

Table of Contents

	<u>Page</u>
General Policy Statement	3
Introduction and Section 3 Purpose.....	4
Section 3 Contracting Policy & Procedure.....	5
Section 3 Action Plan.....	5
Section 3 Employment & Training Goals.....	6
Procurement Documents.....	7
Resident Hiring Requirements	7
Enforcement.....	8
Monitoring and Enforcement Authority and Responsibility.....	8
Instructions for Completing the Section 3 Opportunities Plan.....	8
Preference for Contracting with Section 3 Business Concerns.....	10
Contractor's Requirements in Employing Section 3 Participants.....	11
Section 3 Contract Clause.....	13
Section 3 Business Opportunities Plan Form.....	16
Section 3 Policy Checklist	20
Certification for Business Concerns.....	21
Attachment A – Clearwater Zone Identification	
Attachment B – Form 24 CFR 135.34	
Attachment C – Section 3 Income Limits	
Attachment D – What is a Section 3 Business Concern	
Attachment E – What if my business does not qualify as a Section 3 Business	

General Policy Statement

It is the policy of the Clearwater Housing Authority (CHA) 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 CHA implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the CHA and other qualified low- and very low-income persons residing within the City of Clearwater Enterprise Zone (please see Attachment A). The entire limits of the City of Clearwater, Florida, plus the unincorporated Areas of Pinellas County, Florida having a northernmost boundary of Main Street/SR 580, and southernmost boundary of West/East Bay and Roosevelt Roads (excluding any unincorporated designated city or town identifiable boundaries).

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

INTRODUCTION

It is the mission of the Clearwater Housing Authority to lead in creating housing opportunities to enhance the lives of those we serve.

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 business concerns which provide economic opportunities to low and very-low income individuals.

Section 3 requirements apply to all contractors and subcontractors performing work in connections with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3 business concern. (Refer to What Is A Section 3 Business Concern?) 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 Section 3 business concerns, but who enter into contracts with the Clearwater Housing Authority, must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include terminations of the contract for default and suspension or debarment from future HUD assisted contracts (refer to Sanctions for Contractor's Non-compliance).

Section 3 Contracting Policy and Procedure

The CHA 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. 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 must before submitting bids/proposals to the CHA shall be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The Procurement Policy of the CHA also contains goal requirements for awarding contracts to Small Disadvantaged Businesses (SDB), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

Section 3 Action Plan

The Contractor finalizes their Section 3 commitment with the Section 3 Compliance Coordinator by submitting a signed action plan. This action plan will state:

- A brief description of the Contract (disclosing the awarded dollar amount of the contract);
- The start and end dates of the Contract;
- The agreed upon Section 3 Commitment i.e. new hires, training/apprenticeship programs or our *least preferred option* ~ cash donations;
- The frequency of the commitment i.e. for cash donations - the number of cash donations and the schedule, if any, for submitting said donations.
- The duration of the commitment i.e. for training/apprenticeship programs.

Section 3 Employment & Training Goals

It is the policy of the CHA 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). CHA has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 - Numerical goals for meeting the greatest extent feasible requirement). The numerical goals are as follows:

- Thirty percent (30%) of the aggregate number of new hires in fiscal year 2009.
- Thirty percent (30%) of the aggregate number of new hires in fiscal year 2010.
- Thirty percent (30%) of the aggregate number of new hires in fiscal year 2011.

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 CHA are required to certify that they comply with the requirements of Section 3.

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 Clearwater Housing Authority has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of low income and/or very low income residents residing in the City of Clearwater.

Procurement Documents

Each bidder/proposer must include a Section 3 Opportunities Plan or a Schedule D which indicates its commitment to meet CHA's resident hiring requirements.

If a bidder/proposer fails to submit a Section 3 Opportunities Plan or a Schedule D and the related data along with the bid/proposal, such bid/proposal will be declared as "non-responsive".

For Invitations for Bids ("IFB") where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy CHA's resident hiring requirements will be a factor used in determining whether the bidder is "responsive".

For RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

Resident Hiring Requirements

In view of CHA's desire to provide Clearwater's Public Housing neighborhood residents with employment opportunities, the following scale for resident hiring will be utilized on all construction contracts, service contracts, and professional service contracts containing a "labor" component:

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
At least \$25,000, but less than \$100,000	10% of the labor dollars
At least \$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

With this sliding formula, it is expected that an appropriate number CHA's public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy CHA's resident hiring requirements set forth above.

Enforcement

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impart critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts do not require Davis-Bacon)

- Davis-Bacon
- SDB/MBE/WBE Participation
- Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing resident hiring will be carried out by the Section 3 Coordinator, including all field activities.

DEFINITION:

For participation in the Resident Hiring effort, a resident is defined as anyone who is residing in the Housing Authority of the City of Clearwater's public housing developments, Housing Choice Voucher (HCV) residents and individuals residing within the City of Clearwater who can be classified as low-and very-low income.

INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN (SERVICE & PROFESSIONAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Clearwater Housing Authority's public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more low and very low income individuals within the City of Clearwater, or

- 2) Direct hiring of Clearwater Housing Authority's public housing residents and/or low and very low-income neighborhood residents, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the CFP Administrator of the CHA.
- 4) Contribute to CHA's Family Self Sufficiency (FSS) fund in an amount commensurate with the sliding scale included in the Section 3 Conditions.

If a prime contractor is unable to satisfy CHA's resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

In paragraph number one (1), if the (sub) contractor has identified a resident owned business or a business which employs 30% or more of CHA's Public Housing or Neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.

If the (sub) contractor plans to hire CHA Public Housing or Neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s). For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into CHA's FSS fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into CHA's FSS fund, in which case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

The third section is to be completed by listing current staff to be used to complete the work bid upon.

- (1) List the job titles,
- (2) Complete the Needed column if additional staff will be required to fulfill the classification,
- (3) In the Total column, list the total number of staff plus the number needed,

- (4) In the LICCHAR and LIAR columns, list the number of current staff who are residents of CHA public housing, or who are low or very low income neighborhood residents,
- (5) In the To Be Filled column, list the number of positions that fit into the low and very low income CHA public housing residents (LICCHAR) and low and very low income Area Residents (LIAR) who will be hired.
- (6) In the Hiring Goal column, list the number of CHA Public Housing residents or low and very low-income neighborhood residents you intend to hire.

The final section is to be completed after the contract has been awarded; interviews have taken place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to the Section 3 Coordinator and Procurement/Contracts Department.

The Housing Authority of the City of Clearwater's public housing and neighborhood residents are screened and skills assessed by the Section 3 Coordinator. Each contractor is required to attend a pre-construction conference with the Procurement/Contract Compliance Department where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Section 3 coordinator will refer qualified residents to be interviewed by the contractor.

The Section 3 Opportunities Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Section 3 Coordinator and Procurement Contract Compliance Department must be signed and include the title of person executing the plan.

Preference for Contracting with Section 3 Business Concerns

The CHA, 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 CHA 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:** 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 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. Bids received from Section 3 Business concerns must be within the maximum total contract price established in CHA'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.

Contractor's Requirements in Employing Section 3 participants:

Under the Clearwater 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 or developments for which the contract shall be expended.
 - b) **Category 2 - Section 3 Resident**
Residents of other housing developments managed by the housing authority of the City of Clearwater.
 - 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**
HCV residents of the Clearwater Housing Authority as well as all other residents residing within the Enterprise Zone of the City of Clearwater who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - names of the Section 3 business concerns 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 Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that the individuals are not involved in any legal proceedings against/with the CHA.
- 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 CHA's Section 3 Coordinator.
- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Section 3 Coordinator 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 Section 3 Coordinator to determine if an investigation is warranted.

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.

Self-Certification of Eligibility for Section 3 Resident Status

Economic Opportunities for Low – and Very Low-Income Persons

Section 3 is a U.S. Housing and Urban Development (HUD) requirement designated to ensure that the HUD funds invested in housing and community development activities also provide employment opportunities for low-income people.

The following information is needed to determine Section 3 Resident Eligibility. Please respond to the following questions.

- Do you currently reside in the City of Clearwater? Yes No
 - My current address is (street address, city, state and zip code):

- Are you a current resident of any Clearwater Housing Authority Property? Yes No
- If so, which one? _____

- The total number of individuals in my family (all family members currently living in my household, including myself) is _____.

- Is the income from all sources for your household over the last 12 months under the amounts listed below for the number of people in your household? Yes No

FY 2012 Income Limits Summary as set by HUD (effective FY 2016)

1	2	3	4	5	6	7	8+
household member	household member	household member	household member	household member	household member	household member	household member
\$33,150	\$37,900	\$42,650	\$47,350	\$51,150	\$54,950	\$58,750	\$62,550

I, _____, have answered all of the above questions truthfully. I understand that the information above may require verification. I agree to provide documents verifying this information and authorize my employer to release information required by the Housing Authority to verify my status as a "Section 3 Resident."

ATTENTION

Chapter 414.39 of the Florida Statutes makes it a crime, punishable by fine up to \$50,000 or imprisonment for up to five (5) years, or both, if an applicant deliberately makes a false statement about his or her income in order to gain an employment preference based on Section 3 eligibility.

Signature

Date

The foregoing instrument was subscribed and sworn before me this ____ day of _____, 20__ by _____ (name of person acknowledging) who is personally known by me or who has produced _____ (type of identification) as identification.

State of Florida
County of _____

NOTARY PUBLIC

Printed: _____

My commission expires: _____

SECTION 3 OPPORTUNITIES PLAN FORM

Business Opportunities and Employment Training of the Clearwater Housing Authority's Public Housing Residents and Low and Very Low Income Neighborhood Residents

I. Opportunities Plan

The Contractor 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 CHA Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the CHA public housing residents and low and very low income area residents, during the term of the contract between the Contractor and CHA. 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 the following in order to comply with _____% of its Section 3 requirements. (Option 2)

The above percentage(s) equal(s) 50% of the Contractor's Section 3 obligations. Option three (3) on page 2 equal 25% of compliance and Option four (4) on page 2 equals 25% of compliance. You may choose one option to comply or all; however, total compliance must equal 100%. The Contractor hereby agrees by signing below that any remaining percentages will be deducted from payouts placed in the CHA's FSS fund.

II. Labor Survey:

SPEC OR RFP TITLE				SPEC OR RFP NUMBER			
(1) JOB TITLE	(2) NEEDED	(3) NUMBER OF POSITIONS FILLED			(4) TO BE FILLED	(5) HIRING GOAL	
		(a) TOTAL	(b) LICSD R	(c) LIAR		(a) LICSDR	(b) LIAR

III. Resident List
 Section 3 Resident Employee Information (Jobs to be filled by LICCHAR and LIAR)

JOB TITLE	LICCHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

LICCHAR = Low and Very Low Clearwater Housing Authority Resident
 LIAR = Low and Very Low Income Area Resident

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

- Option 1: Subcontract with Section 3 Business(es) - 25%
- Option 2: Hire Section 3 residents/participants - 25%
- Option 3: I have a training program in place and am willing to train _____ residents - 25%
- Option 4: Contribute to the CHA's training/FSS fund for resident training - 25%

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 CHA to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

You may comply by choosing one or all options. Remember your compliance must be equal to 100% as noted on page 1, paragraph three (3), or any remaining percentages will be deducted from payouts and placed in the CHA's resident training/FSS fund account.

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

Contractor's Signature and Title:

Date: _____

NAME OF PRIME CONTRACTOR: _____

TITLE OF RFP OR SPEC.: _____

SPEC. # OR RFP # OR PURCHASE ORDER #: _____

CONTRACT #: _____

WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

1. Employment and Training of the Clearwater Housing Authority's Public Housing Residents and Low and Very Low Income Area Residents.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to CHA and neighborhood residents.

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

Each Bidder/Proposer for a construction or labor related contract must complete this Schedule D and submit all relevant information required herein. A prime contractor, through its' subcontractors may satisfy the CHA Resident Hiring Requirements. Please complete the Skill Needs Table in Section 1 of Section 3 Opportunities Plan in the following columns.

- 1) indicate each category of employment for all phases of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are currently filled;
 - (a) the number filled by neighborhood residents
 - (b) the number filled by CHA's Public Housing residents
 - (c) how many positions need to be filled.
- 4) Indicate your goal for the number of positions you intend to fill with:
 - (a) CHA's Section 3 Residents;
 - (b) Low and very low income area residents.

NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq.; as amended.

II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

- 1) Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- 3) A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____

SECTION 3 POLICY CHECKLIST

Date: _____

Contract # _____

Name/Firm: _____

The following items were discussed on this date with the contractor listed above:

- Review of the Section 3 Clause
- Review resident hiring requirements
- Review how to complete the Section 3 Opportunities Plan
- Review options for meeting Section 3 compliance

CHA's Section 3 Plan requires Contractors to attend pre-construction conferences to accomplish the following:

- Determine the Section 3 dollar amount
- Discuss hiring goals-Contractor provides labor dollar estimate
- Confer with the Section 3 Coordinator in regards to obtaining qualified residents and certified Section 3 businesses.

I have discussed the above requirements in detail with Anmarie Benitez, Section 3/Economic Development Coordinator, this _____ day of _____, 2_.

Signature

Name: Print

Title

Firm

Signature

Anmarie Benitez
Section 3 Coordinator/Director of Operations

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

Name of Business _____

Address of Business _____

- Type of Business:
- Corporation Partnership
- Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

- Copy of resident lease Copy of receipt of public assistance
- Copy of evidence of participation Other evidence
in a public assistance program

For the business entity as applicable:

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

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

- 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:

- List of all current full-time employees List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 Other evidence of Section 3 status less than 3
years from day of employment years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

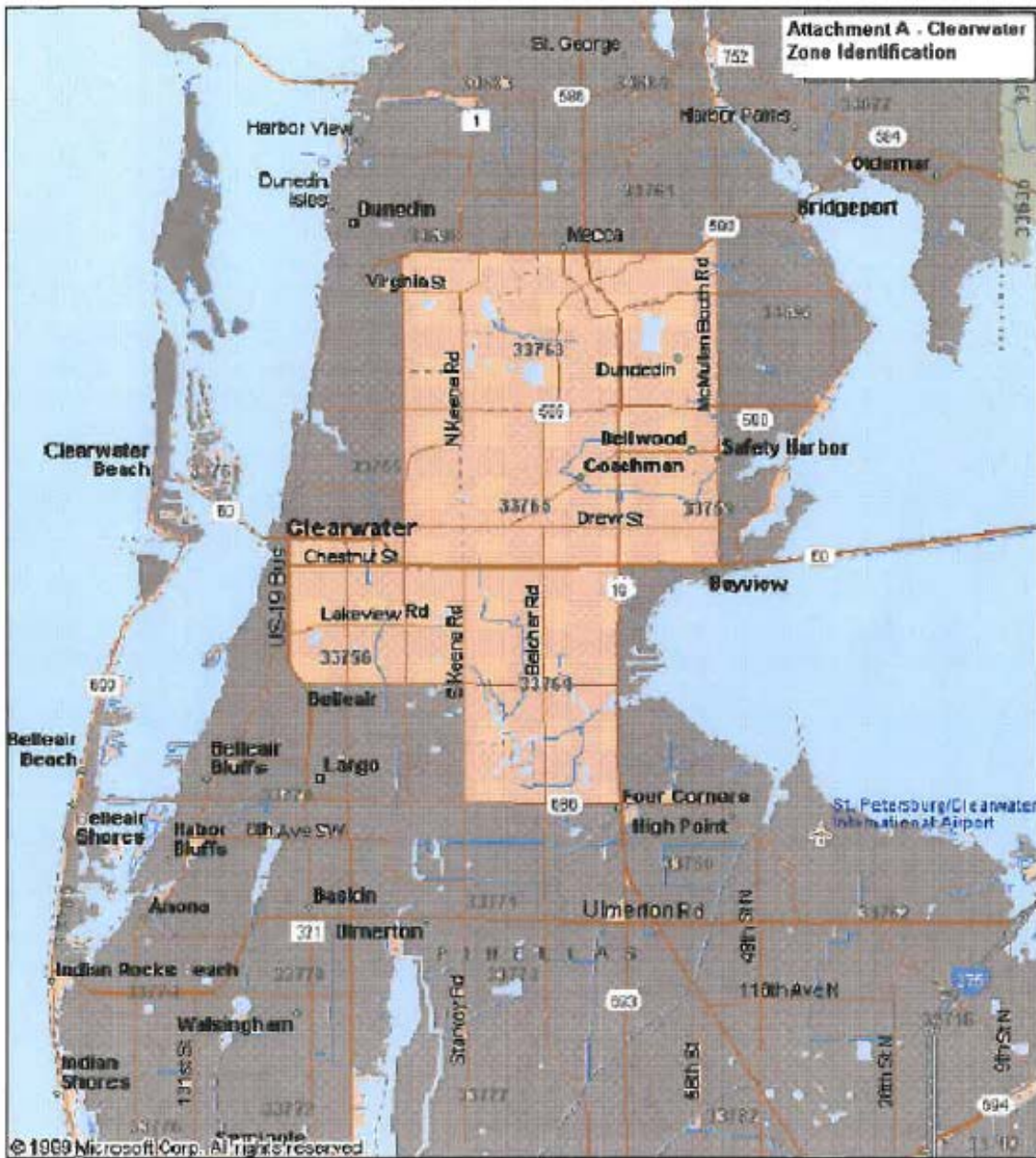
- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature (Corporate Seal)

Attested by: _____

Date: _____

Attachment A



Attachment B

[Code of Federal Regulations]

[Title 24, Volume 1]

[Revised as of April 1, 2005]

From the U.S. Government Printing Office via GPO Access

[CITE: 24CFR135.3]

[Page 716-717]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135_ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-
INCOME PERSONS

--Table of Contents

Subpart A General Provisions

Sec. 135.3 Applicability.

(a) Section 3 covered assistance. Section 3 applies to the following HUD assistance (Section 3 covered assistance):

(1) Public and Indian housing assistance. Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and [[Page 717]]

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) Housing and community development assistance. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- (ii) Housing construction; and
- (iii) Other public construction.

(3) Thresholds--(i) No thresholds for section 3 covered public and Indian housing assistance. The requirements of this part apply to Section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.

(ii) Thresholds for Section 3 covered housing and community development assistance--(A) Recipient thresholds. The requirements of this part apply to recipients of other housing and community development program assistance for a Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) Contractor and subcontractor thresholds. The requirements of this part apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) Threshold met for recipients, but not contractors or subcontractors. If a recipient receives Section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the Section 3 preference requirements only apply to the recipient.

(b) Applicability of Section 3 to entire project or activity funded with Section 3 assistance. The requirements of this part apply to the entire project or activity that is funded with Section 3 covered assistance, regardless of whether the Section 3 activity

is fully or partially funded with Section 3 covered assistance.

(c) Applicability to Indian housing authorities and Indian tribes. Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act 25 U.S.C.

Section http://edocket.access.gpo.gov/cfr_2005/aprqtr/24cfr135.3.htm[7/20/2011 11:26:18 AM]

450e(b)). (See 24 CFR part 905.)

(d) Other HUD assistance and other Federal assistance. Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low and very low-income persons.

Attachment C

SECTION 3 INCOME LIMITS

All residents of public housing developments of The Clearwater Housing Authority qualify as Section 3 residents.

Number In Household	Very Low Income	Low Income
1 individual	\$20,750	\$33,150
2 individuals	\$23,700	\$37,900
3 individuals	\$26,650	\$42,650
4 individuals	\$29,600	\$47,350
5 individuals	\$32,000	\$51,150
6 individuals	\$34,350	\$54,950
7 individuals	\$36,750	\$58,750
8 individuals	\$39,100	\$62,550

Attachment D

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined in this section –

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. Whose permanent, full-time employees included persons, at least thirty percent (30%) 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 twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set for the in items (1) or (2) above.

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).

Attachment E

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 [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

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 number 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified on non-compliance, correcting non-compliance within allowable time period.

EXHIBIT L

PROOF OF ELIGIBILITY TO DO BUSINESS IN THE STATE OF FLORIDA

EXHIBIT M

PROOF OF INSURANCE

EXHIBIT N

COMPLETED W-9 FORM