



REQUEST FOR PROPOSALS

FOR

Banking Services

RFP # 21-012-P

October 27, 2021



Date: October 27, 2021
Project Title: Banking Services
Delivery Date/Time: December 28, 2021
TO: Qualified Firms
SUBJECT: Request for Proposals (RFP) # 21-012-P

The Housing Authority of the City of St. Petersburg (also known as the St. Petersburg Housing Authority ('SPHA' or 'Authority'), is seeking proposals from qualified banking institutions (the 'Bank' or 'Proposer') to provide various banking services for SPHA in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD).

Proposals shall be submitted via electronic sourcing platform – **Housing Agency Marketplace, www.ha.internationaleprocurement.com**. SPHA will not accept any proposal in part or in whole through any other means. **Proposals will be accepted until 9:00 AM (EDT), Tuesday, December 28, 2021.**

Banking Services Virtual Pre-Proposal Conference will be held on Tue, Nov 16, 2021 9:00 AM - 9:45 AM (EST). **Join from your computer, tablet or smartphone.** <https://global.gotomeeting.com/join/720145109>
You can also dial in using your phone. United States: [+1 \(408\) 650-3123](tel:+14086503123) **Access Code: 720-145-109**

Any Proposal received after the specified time and date will not be considered. All Proposals must be received and time-date stamped by an SPHA employee, at the address listed above, on or before the above specified time and date. If you choose to mail in your Proposal, it must be mailed return receipt requested and arrive by the specified time, regardless of the postmark date.

By submission of a Proposal the Offeror agrees, if its Proposal is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP #21-012-P. Proposer further accepts all of the terms and conditions of the RFP.

Proposals should be prepared in accordance with instructions contained within the RFP and will remain valid for 90 days. SPHA will not be liable for any costs incurred in the preparation of proposals. Proposals shall be evaluated by SPHA as stated in the evaluation factors noted in the RFP. Oral presentations, if deemed necessary by SPHA, will be scheduled at a mutually agreeable date and time. SPHA reserves the right to request additional information concerning any and/or all Proposals submitted. A request for additional information may be e-mailed or faxed within 48 hours of the stated deadline for submission of additional information. **NOTE: SPHA reserves the right to reject any or all proposals if such action is in the best interest of the housing authority and to waive any and all informalities and minor irregularities, at its sole discretion. SPHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.**

Questions regarding the attached RFP should be directed to Pamela Hobbs at (727) 323-3171 ext. 222.

Sincerely,
Michael Lundy, Chief Executive Officer

ADVERTISEMENT

REQUEST FOR PROPOSAL

RFP # 21-012-P

Banking Services

The St. Petersburg Housing Authority (SPHA) invites qualified responsible Offerors (the ‘Bank’ or ‘Proposer’) to provide various banking services for SPHA in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD).

PROPOSED SCHEDULE

- | | |
|---|--|
| <input type="checkbox"/> October 31, 2021
November 5, 2021 | Advertise Request for Proposals |
| <input type="checkbox"/> October 28, 2021 | Request for Proposal Documents Available |
| <input type="checkbox"/> November 16, 2021 | Virtual Pre-Proposal Conference, 9:00 a.m.
https://global.gotomeeting.com/join/720145109
You can dial in using your phone.
United States: +1 (408) 650-3123 Access Code: 720-145-109 |
| <input type="checkbox"/> December 7, 2021 | Deadline to Submit Questions, 9:00 a.m. EST |
| <input type="checkbox"/> December 28, 2021 | Proposals are due by 9:00 a.m. EST |

SPHA RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION CONCERNING ANY AND/OR ALL PROPOSALS SUBMITTED.

The solicitation is available at the Housing Agency Marketplace at www.ha.internationaleprocurement.com. Registering is free.

Proposals should be prepared in accordance with instructions contained within the RFP and will remain valid for 120 days. SPHA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IF SUCH ACTION IS IN THE BEST INTEREST OF THE HOUSING AUTHORITY AND TO WAIVE ANY AND ALL INFORMALITIES AND MINOR IRREGULARITIES. SPHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.

Michael Lundy, Chief Executive Officer

The Authority is an Equal Employment Opportunity Employer

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REQUEST FOR PROPOSAL
RFP # 21-012-P
Banking Services

NOTICE OF INTENT TO RECEIVE PROPOSALS

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the Housing Authority of the City of St. Petersburg (also known as the St. Petersburg Housing Authority “SPHA”) requests proposals from qualified banking institutions (the ‘Bank’ or ‘Proposer’) that can offer the most comprehensive banking services at the most competitive rates in accordance with the requirements of SPHA and the U. S. Department of Housing and Urban Development (HUD).

SECTION A

A-1 Term of Contract

The SPHA plans to award one contract to a banking institution for a period of up to five (5) years. Upon acceptance of a proposal by SPHA and its Board of Commissioners, work under this Agreement is estimated to begin during the month of May 2022.

SECTION B

B-1 Background

The Housing Authority of the City of St. Petersburg, Florida (also known as the St. Petersburg Housing Authority)

The St. Petersburg Housing Authority, Florida, was created pursuant to Chapter 421, Florida Statutes for the purpose of providing decent, safe and sanitary housing to low-income residents of the City of St. Petersburg. Currently, SPHA owns and manages a variety of low-income and affordable housing units and administers Section 8 Housing Choice Vouchers, along with supportive service programs for its residents. Together, these programs provide quality and sustainable housing opportunities for approximately 4,000 qualifying households.

A seven-person Board of Commissioners, authorized by the laws of the State of Florida, appointed by the Mayor, is responsible for the development of housing policy and the authorization of expenditures. SPHA’s jurisdiction includes the City of St. Petersburg and extends in a ten-mile radius outside the City limits.

Founded in 1937, the St. Petersburg Housing Authority is one of the oldest housing authorities in the nation and is continually rated by the U.S. Department of Housing and Urban Development (HUD) as a “High Performing” agency.

Michael Lundy serves as the agency’s Chief Executive Officer and Secretary of the Housing Authority’s Board of Commissioners. SPHA has forty-three (43) staff members and total net assets of approximately 40 million dollars (per 12/31/2019 external audit report).

B-2 Minimum Requirements

The Housing Authority of the City of St. Petersburg (SPHA) intends to enter into a contract with one (1) Federal Deposit Insurance Corporation ("FDIC") insured bank to provide, at a minimum:

1. Government banking, online depository and treasury management services to include demand deposit corporate checking accounts, investment sweep for checking/deposit accounts, electronic funds transfers (ACH), checks, wires, overdraft protection, banking equipment and supplies, card services, fraud and safe transmission services for both positive pay & National Automated Clearing House Association ("NACHA") files as well as other security services, to include disaster recovery.
2. Electronic banking services to accommodate SPHA's electronic communications to include file transmission requirements necessary to extract, transfer and load data for processing and reporting on a variety of banking services.
3. The bank must have the capability to accommodate electronic payment and deposit services for payment settlement solutions in connection with investment transactions, the U.S. Housing and Urban Development ("HUD") direct deposits to SPHA, and to provide desktop deposit and mobile accessibility with image capabilities to include online services to view deposited checks, money orders and other receipts/transactions.
4. The bank must be able to provide a full range of commercial card services (credit/purchasing cards) as required by SPHA.
5. Consolidated E-Payable's service options to include electronic payables, single file transfers for both checks and EFTs, direct check printing capabilities and electronic remittance solutions.
6. Self-service tools for vendor maintenance as it relates to personal and corporate banking with added protection from data breaches and liability risks.
7. Have authority to offer banking services and must hold a charter from either the United States Government or the State of Florida.
8. Have access to the Federal Reserve System and must be a member of (or have access to) the Federal Reserve System with access to all Federal Reserve System Services.
9. Bank must be in compliance with all applicable laws, rules, regulations, and ordinances of the State of Florida and the United States Public Deposit Protection Act.
10. Bank must be a State of Florida qualified depository for public funds and must be in compliance with all applicable regulations.
11. Bank must be insured by Federal Deposit Insurance Corporation.

B-3 Services

Average Monthly Balance	\$9,573,193
HUD Funding Received primarily in two accounts:	
Section 8 (Housing Choice Voucher) Funding-Additional Requests	\$2,933,560
Low Income Housing Subsidy Monthly Funding	\$109,288
Number of Wires	5
Number of Account Transfers	100
Number of ACH Payments	1085
Number of Checks	250

All figures are average monthly amounts except where indicated.

SPHA maintains 16 depository bank accounts.

Account balances must be fully collateralized at all times with specific and identifiable U.S. Government or Agency securities. The Collateral must be owned by the bank and should be in the possession of an independent custodian, which will hold the securities on behalf of SPHA as a bailee (evidenced by a safekeeping receipt and a written bailment for hire contract). An interest in a securities pool or fund will not satisfy this requirement.

1. Service Categories

The Respondent, at a minimum, will be required to provide the following services as it pertains to each service category:

Demand Account Services	The bank must have an operation center or correspondent bank in Florida; must be a member of the Federal Reserve System; and meet all government codes pertaining to depository requirements.
Zero Balance Accounts (ZBA)	The bank must accommodate zero balance accounts. If a zero-balance account approach is chosen, SPHA's deposit accounts would fund the ZBA as necessary daily.
Daily Account Statements	The bank account transaction and balance information must be made available electronically during business hours for all SPHA accounts daily through a secure internet connection.

Monthly Account Statements	Bank must provide within ten working days after the last calendar day of the month, account statements, account analysis statements, and return cleared items for all SPHA accounts.
Positive Pay	The bank must offer same day Positive Pay for outgoing checks.
ACH Services	The bank must offer Automated Clearinghouse Services (ACH) services, including Direct Deposit, Consumer Debits and Check Conversion features. The bank's ACH services must also include Settlement, Processing and Security Options
Other Electronic Payments and Transfers	The bank must also have the capability to accommodate a wide range of other electronic payments, money transfers and wire transactions for the transfer to and from SPHA accounts. The bank must also enable SPHA to perform certain transactions on a "self-service" basis through a personal computer with appropriate interface.
On-line Banking	The bank must offer a top-tier on-line banking portal to include a full range of transaction processing, reporting, state-of-the-art fraud prevention, self- administration and notifications.
Federal and State Tax Payments	SPHA participates in the Federal Electronic Funds Transfer Payment System. The bank must enable SPHA to continue in this program and provide next day services.
HUD Deposit Capability	The bank must have the capability to accommodate electronic payment and deposit services in connection with investment transactions and HUD direct deposits to the Authority.
Software	The bank must be able to work with SPHA accounting desk deposit software, Panini Model Vision X, Serial 6423574, to include automated transmission of banking data and daily process of clearing all payments once transactions (checks and EFTS) are processed.
Corporate Purchasing/Credit Cards	The bank must offer SPHA a corporate purchasing or corporate credit card that enables the company to allow its employees to make purchases on its behalf. This card should have the feature of limiting purchases on these cards by commodity codes.

Daylight Overdraft and Line of Credit	The bank must provide an agreed upon level of Daylight Overdraft Protection and an Overdraft Line of Credit or similar facility, subject to credit review by the bank.
Processing of Returned Items	The bank must have an efficient process for the return of un-honored items due to insufficient funds. Items should be forwarded on a daily basis.
Disaster Recovery	SPHA requires that the bank maintain a disaster recovery plan.
Supply Services	The bank must provide standard banking documents and services not specifically referenced in this RFP to SPHA at no cost, including, but not limited to manual checks, deposit slips, deposit bags, and cashier checks.
Treasury Management	The bank must provide a wide range of treasury management services.

2. Additional Required Detailed Capabilities

In addition to the required services outlined above, the bank must be able to:

- a. Provide on-line computer balance reporting with information updated daily with all collected, available and closing balances; the report should outline details of debits and credits posted to the account for the previous day by 7:00 A.M. each business day;
- b. Provide on-line reporting that shows current day ACH debits and credits by 7:00 A.M. each business day;
- c. Provide on-line stop payment inquiry;
- d. Automatic Confirmation & Notification functionality for checks, electronic and wired payments;
- e. Scheduled & customized reporting;
- f. Provide individual and consolidated monthly account analysis for all accounts by the 10th day of the following month;
- g. Provide on-line electronic check image retrieval (with all software requirements required for use);
- h. Provide a mechanism or system for inquiries relating to cancelled checks and stop payments;
- i. Automatic Account Reconciliation;
- j. Provide repository access to transactional data and images beyond contract expiration for a period of no less than seven (7) years; and

3. Optional Services

SPHA is seeking to partner with an innovative bank that will propose creative and enhanced strategies to optimize its resources and integrates SPHA's strategies. To that end, the Respondent may envision additional services that will aid SPHA in achieving this goal. In addition to the requirements listed above, the proposal shall identify optional services provided by your bank and the associated fees for those services. SPHA may wish to consider these optional services based on the availability and the associated costs. The Respondent may request additional information from SPHA to assist in providing a comprehensive proposal.

Preferred (not mandatory) services:

- End-to-end electronic payables, including payer support services, automated remittance delivery, check printing and extensive security features;
- Merchant card services for receivables and incoming deposits;
- Payroll direct deposit services;
- Prepaid debit and gift cards services;
- A full range of investment services to include investment products; and
- Custody and a full range of investment services, including sweep of checking/demand deposit accounts.
- Provide wellness and financial health programs for government and business employees.

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SECTION C

C-1 Evaluation Criteria

The evaluation of professional qualifications of the proposals will be based on the qualifications of the Respondent’s firm, technical criteria, references and proposal evaluation scoring. The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost), based upon the evaluation factors specifically established for this RFP.

Specific evaluation criteria to evaluate the technical qualifications of each Respondent and their degree of importance and/or relative weight are numbered as Evaluation Factors 1 – 5, with a possible 100 points possible, excluding any bonus, and are as follows:

EVALUATION FACTOR #	SELECTION CRITERIA FACTOR TYPE/DESCRIPTION	MAX POINT VALUE
1	<u>Subjective</u> EXPERIENCE & CAPACITY	20
2	<u>Objective</u> FINANCIAL STRENGTH	25
3	<u>Subjective</u> STAFFING & QUALIFICATIONS	15
4	<u>Subjective</u> COMPREHENSIVE SERVICES	25
5	<u>Subjective</u> FEE PROPOSAL	15
	TOTAL POINTS (OTHER THAN ANY INTERVIEWS)	100 Points

NOTE: Points will be awarded for each Evaluation Factor, by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of SPHA. SPHA reserves the right to determine the suitability of proposals on the basis of all of these factors.

Per HUD’s Section 3 Final Rule 9/29/20, non-construction services that require an advanced degree or professional licensing are excluded from HUD’s Section 3 requirements.

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In addressing the evaluation factors please address each item. All responses to the questions listed below should be clear and detailed. Each numbered question (and subsection bulleted points) may be addressed in a paragraph format as long as responses to every question are described.

EVALUATION FACTOR 1

Experience.....20 Points

1. Provide a summary of ownership and management of the bank, also indicating how long the bank has been in business. Be sure to describe any recent (within the past three years) or pending changes in management or ownership of the banking institution that may impact the proposal submission or resulting contract;
2. Describe your institution’s customer service philosophy and provide meaningful examples to illustrate; and
3. Provide information on at least 5 (five) current and/or former clients (“former” is defined “within the past three years”) for whom your firm currently provides or has provided services relevant to the specific Scope of Work in this RFP. Include Client’s Name, Contact Person, Summary of Applicable Services Performed, Telephone Number, and E-Mail Address.

EVALUATION FACTOR 2

Financial Strength25 Points

1. Provide a copy of the banking institution’s two most recent audited financial statements and at a minimum, audited financial statements should include auditor’s opinion, balance sheet, income statement, statement of changes in financial position and any notes to the financial statements.
2. Discuss the bank’s S.E.C. report, A.M. Best, CAMELS rating and/or Moody’s credit rating and provide at least two credit ratings for the past three years. Please note any regulatory findings.

EVALUATION FACTOR 3

Staffing & Qualifications15 Points

1. Based on the services being proposed, provide an organizational chart of the proposed team, identifying job titles, functional areas of responsibility, and assignments planned under this RFP.
2. Discuss the qualifications of key personnel (i.e., SPHA’s Account Representative, Backup Account Representative, Technical Support, and/or Customer Service Support) that would be assigned to SPHA’s account.
3. Provide detailed résumés outlining all professional qualifications, certifications, and prior work experience, including the length of time the individual has worked in the banking services field and for your firm.

EVALUATION FACTOR 4

Comprehensive Services25 Points

(Please address each bullet point as well as each numbered item)

1. Describe your Balance Reporting systems and availability:
 - What hardware/software does the bank use to deliver balance and transaction detail information?
 - What time is previous day information available for access by the customer?
 - What are the hours of access of the balance reporting system?
 - Does the bank provide current day information?
 - How frequently is this information updated throughout the day?
 - What transaction types are available on current day reports?
 - Describe the level of detail provided in previous and current day reports?
 - How many days of history can be accessed through the system?
 - In what format is information available?
 - Provide a sample printout of the daily on-line balance information.

2. Describe your ACH Services: What is the recommended service delivery method (direct origination or other)?
 - What are the hardware/software requirements?
 - What report options are available?
 - What controls are in place to protect against lost files and duplications of transmissions?
 - Does the bank provide automatic file receipt confirmations? If so, how and what's the turnaround time?
 - Describe the role of any third-party processor used by the bank to provide this service?
 - What are the hours of operation of the ACH team?
 - What are the bank's cut-off times for customer initiation of ACH transactions?
 - Describe the procedures used to verify accurate and secure receipt of transmissions.
 - Does your bank offer fraud filter or anything similar? Explain the measures in place for fraud detection.
 - Can the bank automatically redeposit items returned for insufficient or uncollected funds?
 - How does the bank handle batch, and single item reversals and deletions?

3. Describe your Positive Pay: What is the required service delivery method (direct transmission or other) for the following:
 - Hardware/software requirements?
 - Controls to protect against lost files and duplications of transmission?
 - Does the bank provide automatic file receipt confirmations? If so, how and what's the turnaround time?
 - Describe the role of any third-party processor used by the bank to provide this service?
 - What are the hours of operation of the Positive Pay team?
 - What are the bank's cut-off times for customer initiation of Positive Pay transactions?
 - Are there dollar thresholds for batch processing? If so, explain.
 - What is the process for notifying the bank of a single check outside of the regular batch file?
 - Does your bank offer payee verification? Explain the measures in place for fraud detection.
 - Is the positive pay service fully implemented at all bank branches?

- How does the bank handle payee exceptions (paid not issued or unverified)?
 - Does the bank offer a daily listing of payee exceptions? Are emergency alerts delivered by the bank? If so, how?
 - Are there defaults available for each account to either automatically reject or pay on exceptions?
 - What is the timeline for SPHA to act on any exceptions?
 - Are images of exceptions available online?
 - What's the bank's retrieval process and retention policy for cleared check images?
4. Describe your Payment of Fees: Banking institutions need to provide information on the following:
- The effective rate and formula used to calculate the service charge credit for collected fund balances.
 - The proposed method for setting rates on a compensating certificate of deposit.
 - A time frame proposed to pay any additional fees not offset by service charge credit.
 - Whether a service charge credit/debit can be carried forward to the next period.
 - The formula for any fees in the event of an overdraft.
5. Describe what constitutes a daylight and overnight overdraft situation.
6. Describe your Errors and Adjustments process: Describe your adjustment process for resolving deposit discrepancies.
- At what dollar amount do you write off discrepancies?
 - Do you adjust the deposit amount or process an adjusting debit or credit? What's the bank's accountability, commitment level and time frame of resolution?
7. Describe how inquiries requiring research and adjustments are handled by the bank.
- Are there established turn-around times for research and adjustment items? If yes, specify.
8. Describe NSF or returned items processing procedures, fees or other related services available.
9. Describe your Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
- Does the bank offer dual approvals for transmission of funds through ACHs, checks and/or wires? If so, what does this process entail?
 - Describe the approval levels of authority and roles that may be associated with processing, inquiring and reporting available.
 - What liability and risk prevention measures are in place to safeguard accounts?
 - Does the bank have an escalation and/or loss prevention department? What are the hours of operation and what methods are available to reach them?
 - Please describe your signature card process in summary and is this an automated process?
 - Do you provide a self-portal for user accessibility, or would this be administered by bank personnel and/or SPHA's administrator?
 - Does the bank offer multi-factor user access authentication for protection?
 - Does the software offer the ability to manage security and access levels by user?

10. Describe your Service Enhancements and Technical Advancements:

- Highlight any enhancements, technological or otherwise, that we could consider to improve operational or cash management efficiencies.
- Provide information on how your institution plans to keep your product line competitive.
- Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer within a projected timeframe
- What training does the bank provide?

11. Discuss your use of the internet in providing services to Government, public entities/business customers. List five entities similar to SPHA that you currently do business with.

12. Describe your institution’s formal Disaster Recovery Plan and include the following:

- Process for declaring a disaster or emergency and notification to SPHA
- How quickly will back-up facilities be activated?
- Business continuity plan during a State of Emergency

13. Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider.

- What is the average lead-time required for implementation, including account opening, interface configurations, software and equipment requirements, manual check book(s), deposit slip orders, and information reporting?

EVALUATION FACTOR 5

Fee Proposal.....15 Points

Respondent shall include comprehensive rates in a clearly marked **Exhibit I**. While your fees should be outlined in the format provided and should be consistent with the requirements of the RFP, SPHA encourages the Respondent to be creative in their response to this evaluation factor. *If you believe that there are other services offered by your bank not specifically outlined in this RFP, please list those services, the fees associated with those services and the benefits and/or cost saving that may be realized by utilizing these services.*

1. Additionally, discuss and provide any alternate options that may create efficiencies, make improvements or take advantage of new, applicable technologies.
2. Each Respondent must submit a Fee Proposal and any supplemental information to support submitted costs.

MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS

C-2 Evaluation Determinations

1. Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with SPHA (if any), financial capacity and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). SPHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal.

2. Financial Capacity Determination

SPHA shall make an assessment of the Respondent's financial capacity, that is, whether in the sole opinion of SPHA, the Respondent is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. SPHA will award a contract only to the responsible Respondent who, in SPHA's sole opinion, has the financial ability to successfully perform under the terms of this RFP. SPHA's determination will include an assessment of the Respondent's financial resources/ability to perform the scope of work in accordance with the RFP requirements.

Respondents who make the competitive range may be asked to submit financial information. Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.

3. Technical Capacity Determination

SPHA will conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. SPHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. SPHA will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A Respondent will be determined responsible if SPHA determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFP scope of work in a satisfactory manner.

C-3 Evaluation Method

1. Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements).
2. Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents: Instructions to Evaluators; Proposal Tabulation Form; Written Narrative Form for each proposer; Recap of each proposer's responsiveness; Copy of all pertinent RFP documents.
3. Evaluation Committee. The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section D of this document, the designated Procurement Officer (PO) or representative is the only person at

the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. Evaluation. The PO or representative will evaluate and award points pertaining to Evaluation Factor No. 5. The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 thru 4. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PO.

Points Awarded Range. Pertaining to the Factors 1 – 4, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section):

Classification *	Rating	%	Points Awarded Range							
			5	10	15	20	25	30	35	100**
Acceptable	Excellent	95%/+	5	10	15	19-20	24-25	29-30	34-35	95-100
Acceptable	Very Good	90%/+	5	9	14	18	23	27-28	32-33	90-94
Potentially Acceptable	Good	80%/+	4	8	13	17	21-22	25-26	30-31	80-89
Potentially Acceptable	Average	70%/+	4	7	12	16	20	24	28-29	70-79
Unacceptable	Poor	<70%	0-3	0-6	0-11	0-15	0-19	0-23	0-27	0-69
		<p>*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2. **Total available points to be awarded, including cost points, minus preference points.</p>								

5. Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
6. Determination of Top-Ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the PO to determine the final rankings, which is typically forwarded by the PO to the ED/CEO for approval. If the evaluation was performed to the satisfaction of the ED/CEO, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval as applicable. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.
 - a. Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at least 75 points (of the 100 total possible points detailed within Section C herein).
 - b. Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
7. Notice of Results of Evaluation. If an award is completed, all proposers will receive by email a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- a. Which proposer received the award
 - b. Where each proposer placed in the process as a result of the evaluation of the proposals received
 - c. The cost or financial offers received from each proposer
 - d. Each proposer's right to a debriefing and to protest.
8. Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or Contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

SECTION D

D-1 Due Date of Proposal

Proposals are due by **9:00 AM (EDT) on Tuesday, December 28, 2021 - Housing Agency Marketplace, www.ha.internationaleprocurement.com.**

A Virtual Pre-Proposal Conference will be held at the day and time indicated in this RFP. Any questions regarding this RFP must be in writing and submitted via www.ha.internationaleprocurement.com.

D-2 Contract Award

A contract shall be awarded in accordance with the terms of Form HUD 5370-C, General Conditions for Non-Construction Contracts Section I, attached hereto as Exhibit E, and its Procurement Policy. The Chief Executive Officer shall make a final recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm to be awarded the contract. A contract will be awarded to the Offeror whose proposal best meets the needs and requirements of SPHA for the best value. Failure to meet the threshold requirements may result in rejection of the proposal. SPHA reserves the right to reject any and all proposals, to award one or more contracts or to award no contract.

By completing, executing and submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, including the contract clauses specified, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

The contract that SPHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Respondent and any subsequent revisions to the Respondent's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by SPHA, except that no objection or amendment by a Respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless SPHA has explicitly accepted the Service Provider's objection or amendment in writing.

EXCEPTIONS OR OBJECTIONS TO THE PROPOSED CONTRACT TERMS MUST BE IDENTIFIED AND SUBMITTED WITH THE RESPONDENT'S PROPOSAL. SPHA WILL NOT ACCEPT PROPOSED EXCEPTIONS OR OBJECTIONS THAT CONFLICT WITH OR ATTEMPT TO PREEMPT MANDATORY REQUIREMENTS.

PRIOR TO AWARD, AND IF NECESSARY, THE APPARENT WINNING RESPONDENT MAY BE REQUIRED TO ENTER INTO DISCUSSIONS WITH SPHA TO RESOLVE ANY CONTRACTUAL

DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN THE TIMEFRAME SPECIFIED BY SPHA AFTER NOTIFICATION OF POTENTIAL AWARD. FAILURE TO RESOLVE CONTRACTUAL DIFFERENCES WILL LEAD TO REJECTION OF THE RESPONDENT'S PROPOSAL.

SPHA RESERVES THE RIGHT TO REJECT OFFERS OR END DISCUSSIONS WITH RESPONDENTS THAT ARE NOT FORTHCOMING WITH EXCEPTIONS IN THE PROPOSAL SUBMISSION. GENERALIZED EXCEPTIONS ARE NOT ACCEPTABLE (I.E., RESPONDENT IS AMENABLE TO REACHING NEGOTIATED TERMS WITH SPHA).

SECTION E

E-1 Instructions to Proposers

See Exhibit D, HUD Form 5369-B, Instructions to Offerors Non-Construction. SPHA hereby excludes Item 5, Late Submissions, Modifications, and Withdrawal of Proposals, of HUD Form 5369. Please see item F-2 herein below for SPHA's requirements for the acceptance of proposals.

SECTION F

F-1 Required Certifications

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

F-2 Acceptance of Proposals

Proposal must be received in completed form at www.ha.internationalprocurement.com no later than the proposal submission time and date stated herein. Proposal submitted after the designated date and hour will not be accepted for any reason.

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

SPHA 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 subRespondents, providers of materials, or employees.

F-3 Confidential Material

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

F-4 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.

F-5 Withdrawal of Proposals

Proposal may be withdrawn on a written or telegraphic (faxed) request dispatched by the proposer in time for delivery in the normal course of business prior to the time specified herein for proposal receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the proposer is placed in the mail and postmarked prior to the time

specified herein for proposal receipt. Negligence on the part of the Proposer in preparing its proposal, confers no right of withdrawal or modification of its proposal after the due date and time specified herein.

F-6 Incurring Costs

SPHA 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 SPHA unless otherwise indicated by the proposer at the time of submission.

SPHA agrees to provide to the successful Proposer, upon request, no more than three sets of drawings and specifications for building permits.

F-7 Third Party Claims on Services or Software

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

F-8 Ineligible Respondents

SPHA is prohibited from making any awards to Respondents or accepting as subRespondents any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

F-9 Award of Contracts

A contract shall be awarded according to the criteria specified herein, provided the proposal is in the best interest of SPHA. The Proposer to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval.

F-10 Price Escalation

Pertaining to the ensuing contract, there shall be no escalation of any of the proposed unit costs allowed at any time during the awarded contract periods.

F-11 Consultant or Additional Services that May Be Required by the Agency

Basically, if the Agency requires any Additional Services, the hourly fee proposed will, during the ensuing contract period(s), become the basis of negotiation for any such additional work that the Agency may require that is not already being provided by the firm fixed hourly fees.

F-12 Negotiation of Costs Proposed

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

any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

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

SECTION G

G-1 Mandatory Clauses

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

SECTION H

H-1 Insurance

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

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

The Proposer and all consultants agree that insurers shall waive their Rights of Subrogation against the St. Petersburg Housing Authority.

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

SPHA is defined in this section as its Commissioners, officers, directors, employees, and volunteers.

Minimum Limits and Coverage Required

1. Commercial General Liability Policy with the following minimum limits and coverage:
 - a. One Million dollars (\$1,000,000.00) each occurrence (combined single limit for bodily injury and property damage);
 - b. One Million dollars (\$1,000,000.00) for personal and advertising injury liability;
 - c. One Million dollars (\$1,000,000.00) aggregate on products and completed operations;
 - d. Two Million dollars (\$2,000,000.00) general aggregate;
 - e. **Additional Insured Endorsement:** the St. Petersburg Housing Authority must be added as an Additional Insured, and any other party as may be required.

2. Workers' Compensation and Employer's Liability with the following minimum limits and coverage:
 - a. Workers' Compensation Policy – Minimum employer's liability limits
By Accident – Florida Statutory Limit
By Disease – Florida Statutory Limit

A Waiver of subrogation in favor of SPHA must be endorsed to the policy.

“Florida,” must appear in item 3A of the Worker’s Compensation coverage declarations page, or item 3C must contain the following: “All States except those in listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.”

b. Employer’s Liability

- (1) \$500,000 each accident for bodily injury by accident
- (2) \$500,000 each employee for bodily injury by disease
- (3) \$500,000 policy limit for bodily injury by disease

3. Automobile Liability

- a. One Million dollars (\$1,000,000.00) combined single limit each accident.
- b. Coverage shall be for any auto (including owned, hired, and non-owned autos).
- c. **Additional Insured Endorsement:** the St. Petersburg Housing Authority must be added as an Additional Insured, and any other party as may be required.

4. Professional Liability/Errors & Omissions

- a. Not less than One Million dollars (\$1,000,000.00) per claim, unless otherwise required by SPHA.

5. Cyber Liability

- a. No less than \$2,000,000 per claim and \$3,000,000 aggregate. In addition to having favorable cyber-risk controls and processes in place, Consultant shall have Cyber Liability Insurance with coverage to protect SPHA, including both first and third party coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

Approval, disapproval or failure to act by SPHA regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Proposer from liability. See **Exhibit D**, HUD Form 5370-C, General Conditions for Non-Construction Contracts.

H-2 Rules, Regulations, and Licensing Requirements

Each proposer and its staff must possess all of the required Federal and State of Florida licenses, as well as all other licenses required by St. Petersburg 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.

H-3 Assignment

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

therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of SPHA.

SECTION I

I-1 SUBMISSION REQUIREMENTS

A proposal must be submitted and received by the housing authority on www.ha.internationaleprocurement.com no later than the proposal submission time and date. Proposals should provide a straightforward, concise description of Respondent's ability to fulfill the requirements of this solicitation.

The Agency intends to retain the Respondent pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within Section C herein, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance as noted below.

None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

All responses must be legibly typed and neat.

1. **Organization of Response:** The response shall be organized as follows:

- Cover Letter
- Table of Contents
- Experience (Factor 1)
- Financial Strength (Factor 2)
- Staffing & Qualifications (Factor 3)
- Comprehensive Services (Factor 4)
- Fee Proposal (Factor 5) with Appendix I
- Supplemental Information
- HUD and SPHA Forms

Cover Letter: A transmittal letter prepared on the Offeror's business stationery must accompany each response. An individual authorized to bind the company to all statements, including services contained in the response, must sign the letter. Indicate availability for interviews of company members immediately following proposal submission. Include contact person's name, phone number and email.

Table of Contents: The proposal shall have a Table of Contents that conforms to the organization set forth in this Section.

2. **Supplemental Information:** This section may be used for the presentation of supporting materials and information to the proposal. *These materials should be kept to a reasonable minimum and provided only if they are in direct support of the Respondent's proposal.* If no information is to be placed under this tab, please place there a statement such as "This Tab Left Intentionally Blank."

3. **HUD and SPHA Required Forms (completed, signed & returned):**

- Profile of Firm
- Proposer's Information Form
- Proposer's Compliance Statement
- HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD Form 2992, Certification Regarding Debarment and Suspension

- HUD Form 51999, General Depository Agreement (*with no changes*)
- E-Verify Respondent Affidavit
- Non-Construction Respondent's Certification of Record of Previous Participation in Federal, State or Local Government Funded Contracts
- Respondent's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
- Addenda Acknowledgment (if applicable)
- Fee Proposal with Appendix I

Alterations to the proposal, or the terms and conditions in this RFP shall be grounds for rejecting the entire bid proposal.

SECTION J

J-1 MBE/WBE/SBE Participation

In accordance with regulations developed by the Secretary of the Department of Housing and Urban Development (HUD) and promulgated in 2 CFR 200.321, and within HUD Handbook 7460.8 REV 2, Sections 15.5.A and 15.5.B, and The National Affordable Act 42 U.S.C. 12703, it is SPHA's policy that Minority, Women and Small Business Enterprises (MBE/WBE/SBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that bidders, proposers or Respondents and their subcontractor or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/SBEs shall have the maximum opportunities to compete for and perform contracts financed in whole or in part by federal funds.

Accordingly, businesses intending to respond to this RFP shall agree to expend no less than 15% of the total contract price, inclusive of all modifications and amendments through work with certified MBEs and WBEs and/or proposed some lesser percentage participation coupled with good faith efforts to include MBE/WBE/SBE firms and thereby demonstrate the non-feasibility of the aspirational percentage published herein.

Firms that are included in the proposal must be either certified by a support agency that is recognized by SPHA to do so, or must at least be able to show that it is currently undergoing an application process to become certified. Firms with pending certification will be approved for contract award purposes but will not count towards actual MBE/WBE/SBE participation without a final approval of certification.

SECTION L

K-1 List of Attachments

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

- A. Profile of Firm
- B. Proposer's Information Form
- C. Compliance Statement
- D. HUD Form 5369-B, Instructions to Offerors Non-Construction
- E. HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction Contract
- F. HUD Form 5370-C, General Conditions for Non-Construction Contracts Section I (With or Without Maintenance Work)

- G. HUD Form 2992, Certification Regarding Debarment and Suspension
- H. HUD Form 51999, General Depository Agreement
- I. E-Verify Respondent Affidavit
- J. Non-Construction Respondent's Certification of Record of Previous Participation in Federal, State or Local Government Funded Contracts
- K. Certification of Authorization to Execute Contract
- L. Appendix I: Pricing Matrix and Transaction Volume for General Account Service

End of RFP Document

EXHIBIT A

Profile of Firm
(Complete, Sign & Return)

**Request for Proposals (RFP)
Conditions to Propose – Non-Construction
Solicitation No. 21-012-P**

PROFILE OF FIRM

CONSULTANT _____ **SUB-CONSULTANT** _____

(Proposer must also identify his/her sub-consultants (if any) by making a copy of Profile of Firm form and providing a completed copy for each sub-consultant)

(1) Name of Firm: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) **Proposer Diversity Statement:** You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) Public-Held Corporation Government Agency Non-Profit
_____ % _____ % _____ % _____ %

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

Resident-Owned African American Native Hispanic Asian/Pacific Asian/Indian
_____ % _____ % _____ % _____ % _____ %

Woman-Owned (MBE) Woman-Owned (Caucasian) Disabled Veteran Other (Specify)
_____ % _____ % _____ % _____ %

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION OR NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

Request for Proposals (RFP)
Conditions to Propose – Non-Construction
Solicitation No. 21-012-P

- (10) **Debarred Statement:** Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Florida, or any local government agency within or without the State of Florida? Yes No

If “Yes” please attach a full detailed explanation, including dates, circumstances and current status.

- (11) **Disclosure Statement:** Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of SPHA? Yes No

If “Yes” please attach a full detailed explanation, including dates, circumstances and current status.

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said respondent entity has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal price of affiant or of any other respondent or proposer, to fix overhead, profit or cost elements of said proposal price, or that any other respondent or proposer, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

- (13) **Verification Statement:** The undersigned respondent hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if SPHA discovers that any information entered herein if false, that shall entitle SPHA to not consider nor make or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Title

EXHIBIT B

Proposer's Information Form
(Complete, Sign & Return)

Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact person, title, email, telephone and email: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual

Partnership

Joint Venture

Corporation

When incorporated? _____

In what state? _____

Please attach State Certification and W9 Taxpayer Identification Number and Certification

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

If Proposer is **INDIVIDUAL**, sign here:

Proposer's Signature: _____

Proposer's typed name and title: _____

Date: _____

If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Associates shall sign here: Partnership Joint Venture

Venture Name (type or print): _____

Member of Partnership/Joint Venture Signature

Member of Partnership/Joint Venture Signature

Date: _____

Date: _____

St. Petersburg Housing Authority

If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and

Title: _____

Signature: _____

Date: _____

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____

Title: _____

Date: _____

EXHIBIT C

Proposer's Compliance Statement
(Complete, Sign & Return)

**Request for Proposals (RFP)
Conditions to Propose – Non-Construction
Solicitation No. 21-012-P**

PROPOSER'S COMPLIANCE STATEMENT

In compliance with the proposal documents, the undersigned, in making this proposal, represents the following:
(Proposer is to initial each line item to certify agreement).

Respondent's Initials

- _____ 1. Respondent has read and understands the RFP documents, and respondent's response is made in accordance therewith;

- _____ 2. Respondent has reviewed the Scope of Services subject RFP prepared by St. Petersburg Housing Authority (SPHA) and understands that it will apply to this RFP and his/her response is made in accordance therewith;

- _____ 3. Respondent has had the opportunity to familiarize himself/herself with the local conditions under which the services are to be performed and has correlated his/her observations with the requirements of the RFP documents;

- _____ 4. Respondent agrees with the compensation to be paid based upon terms of RFP 21-012-P.

- _____ 5. Respondent has reviewed Section J, MBE/WBE/SBE participation. All respondents will be required to demonstrate participation to expend no less than 15% of the total contract price with certified MBE/WBE/SBE firms and/or demonstrate good faith efforts to include these firms in the performance of the contract.

- _____ 6. Respondent (contractor) agrees and understands that due to insurance purposes SPHA may require contractor to provide "take off" sheets. This will be at the request of insurance company only.

List of Acknowledged Addenda (if no addenda published, leave blank)

No. _____ dated _____ No. _____ dated _____
No. _____ dated _____ No. _____ dated _____

The Undersigned Respondent agrees to the following:

The undersigned certifies that he/she is authorized to execute agreements/contracts on behalf of the Bidder as legally named, that the Bidder's quote is submitted in good faith without fraud or collusion with any other respondent, that the information indicated in the document is true and complete, and that the Bid is made in full accord with State Law.

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL

DATE

PRINT NAME: _____

TITLE: _____

EXHIBIT D

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

EXHIBIT E

**Form HUD 5369-C, Certifications and Representations of Offerors
Non-Construction Contracts**
(Complete, Sign & Return)

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT F

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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) 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
- (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 G

HUD Form 2992, Certification Regarding Debarment and Suspension
(Complete, Sign & Return)

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

EXHIBIT H

HUD Form 51999, General Depository Agreement
(Complete, Sign & Return)

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

This Agreement, entered into this ___ day of ___, 20___ by and between ___ (herein called the "HA"), a duly organized and existing public body corporate and politic of the ___ of ___ and ___ (herein called the "Depository"), located at ___.

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated "Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed
7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. **Strike this paragraph if paragraph 2 applies:** For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated as _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD.

During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____, on behalf of _____
Title Organization (HA)

_____, on behalf of _____
Title Organization (Depository)

_____, on behalf of _____
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. **Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.**

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA
(SEAL)
ATTEST:
By _____
Chairman

Secretary

Depository
(SEAL)
ATTEST
By _____

EXHIBIT I

E-Verify Contractor Affidavit
(Complete, Sign & Return)



Contractor Affidavit

Florida Statute, §448.095 (2020) General Labor Regulations

By executing this affidavit, the undersigned contractor verifies its compliance with Fla. Stat. §448.095, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **St. Petersburg Housing Authority**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Fla. Stat. §448.095. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by Fla. Stat. §448.095. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:



EXHIBIT J

**Non-Construction Contractor's Certification of Record of Previous
Participation in Federal, State or Local Government Funded Contracts**
(Complete, Sign & Return)

NON-CONSTRUCTION CONTRACTOR'S CERTIFICATION OF RECORD OF PREVIOUS PARTICPATION IN FEDERAL, STATE OR LOCAL GOVERNMENT FUNDED CONTRACTS

I, _____, as, _____ of the firm of _____ (the "Firm") do hereby certify that for the period beginning ten (10) years prior to the date of this certification, the Firm, its officers, partners, principals and current employees:

- Have not been suspended, debarred or otherwise restricted by a Department or Agency of the Federal Government, State Government, Local Governmental or other governmental entity from doing business with such Department, Agency or entity; and
- have not been suspended, debarred or otherwise restricted by a Department or Agency of the Federal Government, State Government, Local Governmental or other governmental entity from doing business with such Department, Agency or entity under another firm, name, business name, alias, fictitious name, or any other entity; and

Yes No If "Yes," to either of the above, please attach a full detailed explanation, including dates, circumstances, and current status.

- have no unresolved findings raised as a result of U.S. Department of Housing and Urban Development (HUD) audits, management reviews or other Governmental investigations concerning the Firm.
- are not members of Congress, or otherwise prohibited or limited by law from contracting with the Government of the United States of America.

Signature: _____
Name: _____
Title: _____
Date: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

STATE OF _____

NOTARY PUBLIC _____

My commission expires _____, 20_____.

Personally Known OR
Produced Identification _____
(TYPE OF IDENTIFICATION)

EXHIBIT K

**Certification of Authorization to Execute Bid/Contract
on Behalf of Company**
(Complete, Sign & Return)

REQUIRED FORM – SIGN & RETURN
THIS FORM IS ONLY APPLICABLE TO COMPANIES THAT ARE CORPORATIONS, INC., OR LLC.
MARK "N/A" OTHERWISE AND RETURN WITH BID PACKAGE.

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

(A SECOND CORPORATE PRINCIPAL MUST AGREE WITH SIGNATURE AND AUTHORIZATION OF CORPORATE PRINCIPAL WHO SIGNS THE BID/CONTRACT.)

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

Name: _____ (TYPED OR PRINTED)

Signature: _____

Title: _____

Date: _____

Affix Corporate Seal:

EXHIBIT L

Appendix I
(Complete, Sign & Return)

APPENDIX I

PRICING MATRIX AND TRANSACTION VOLUME FOR GENERAL ACCOUNT SERVICES

The table below set out the activity and dollar volumes during a typical month for the St. Petersburg Housing Authority bank accounts. Please complete the applicable portions of the table. If any additional fees will be charged, please list at the bottom of the matrix.

All fees that will be charged under the contract must be included in the pricing schedule. Fees that are not included in the pricing schedule will not be allowed unless SPHA agrees to a contract amendment adding the item prior to including the charge.

GENERAL ACCOUNT

Service	No of Units	Unit Price	Extended Price
Balance Related Service			
Deposit Protection Per \$1000			
Depository Services			
Account Maintenance	16		
Banking Center Deposit			
Banking Administrative Fee			
General Checks Paid	250		
ACH Received Debits	15		
ACH Received Credits	15		
Deposits – Credits	100		
Deposited Items – Out of State	0		
Remote Capture Checks Deposited	375		
Deposited Items – Governmental			
Return Chargebacks			
Stop Payment	5		
Checks Deposited	275		
Commercial Deposits – Vault			
Currency/Coin Deposits/\$100 – Bkg. Ctr.			
Currency/Coin Deposits/\$100 – Vault			
General ACH Services			
ACH Blocks/Filter Maintenance	13		
ACH Monthly Maintenance Fee	6		
ACH Returns	3		
ACH Notification of Change	1		
NOC Auto Corrections	5		
ACH Credit Transactions	1085		
ACH Monitor Paid Decision			
ACH Credit Per Item Fee			
ACH File Processing	10		
ACH Item Fee			
ACH Module Fee			

Service	No of Units	Unit Price	Extended Price
Wire and Transfer Fees			
File Transfer Fee			
Internal Bank Transfer			
Domestic Wire Fee			
Account Reconciliation			
CD Rom Maintenance			
CD Rom Per Image			
CD Rom			
CD Rom Per Statement Image			
Full Maintenance			
Full Positive Pay Account	2		
POS Pay – File Transmission	10		
POS Pay – Paid Items	200		
Positive Pay Item Return – Other/Fraud	4		
Information Services			
Image Retrieval BA Direct			
Online Account Access			
Direct Previous Day Maintenance			
Imaging Monthly Maintenance	1		
Imaging Per Item Fee	375		
Direct Previous Day Ext Item			
International			
Electronic Wire Out – USD International			
Miscellaneous			
Cashier Checks/Official Checks			
ERD Request Fee			
External Alerts			
Additional Charges – List			
EPA Debit Auth MO Fee Per Account			
Earnings to Offset Fees			
Earnings Credit Rate			
Interest Rate			
Total Service Charge			