



Pinellas County Housing Authority
Dean Robinson Administration Building
11479 Ulmerton Road
Largo, FL 33778

RFP #PCHA07-002

FOR

PROFESSIONAL PUBLIC RELATIONS SERVICES

March 4, 2007



Date: March 4, 2007
Project Title: Professional Public Relations Services
Delivery Date/Time: April 4, 2007 at 2:00 p.m. EST
To: Qualified Firms
Subject: Request for Proposals #PCHA07-002

Pinellas County Housing Authority ("PCHA") and St. Petersburg Housing Authority ("SPHA") ,hereinafter referred to as "the Agencies", solicit proposals from qualified, responsible firms interested in providing Professional Public Relations Services in accordance with all applicable state and federal regulations, the requirements of the U.S. Department of Housing and Urban Development (HUD), and the Agencies.

Each Proposer should submit one (1) original unbound and nine (9) bound copies of its Proposal to Pinellas County Housing Authority, Attention: Rhonda Allen, Interim Director of Procurement, 11479 Ulmerton Road, Largo, Florida 33778. Proposals will be accepted until **2:00 p.m. Eastern Standard Time (EST), on April 4, 2007.**

Proposals must be clearly marked – Request for Proposals #PCHA07-002 Professional Public Relations Services.

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

By submission of a Proposal the Contractor agrees, if its Proposal is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the attached RFP #PHCA07-002 for the price proposed and/or as negotiated. The Proposer further accepts all of the terms and conditions of the RFP.

A Pre-Proposal conference shall be held at the Pinellas County Housing Authority's Central Office Board room located at 11479 Ulmerton Road, Largo, Florida 33778, at **March 15, 2007.** Although not mandatory, it is strongly recommended that all interested Proposers attend.

Proposals should be prepared in accordance with instructions contained within the RFP and should remain valid for 90 days. Proposals shall be evaluated by PCHA as stated in the evaluation factors noted in the RFP. PCHA reserves the right to request additional information concerning any and/or all Proposals submitted. **NOTE: PCHA reserves the right to reject any or all proposals if such action is in the best interest of the Housing Authority and to waive any and/or all informalities and minor irregularities. PCHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.** Questions regarding the attached RFP should be directed to Ms. Rhonda Allen, Interim Director of Procurement, at (727) 443-7684, ext. 3026.

Sincerely,

Darrell J. Irions, Executive Director

REQUEST FOR PROPOSAL

RFP #PCHA07-002

Professional Public Relations Services

The Pinellas County Housing Authority (PCHA), (Florida), is requesting proposals from qualified, responsible firms interested in providing Professional Public Relations Services in accordance with all applicable state and federal regulations, the requirements of PCHA and the U.S. Department of Housing and Urban Development ("HUD").

PROPOSED SCHEDULE

- | | |
|--|---|
| ☐ March 4, 2007 | Advertise Request For Proposals |
| ☐ March 5, 2007 | Request For Proposal Documents
Ready for pick-up |
| ☐ March 15, 2007 | Pre-Proposal Conference |

A pre-proposal conference will be held at the Pinellas County Housing Authority's Central Office Board room located at 11479 Ulmerton Road, Largo, FL 33778 at 10:00 a.m. Eastern Standard Time (EST). Although not mandatory, it is strongly recommended that all interested parties attend.

- | | |
|--|--|
| ☐ April 4, 2007 | Proposals are due by 2:00 p.m. |
| ☐ April 9-11, 2007 | Optional interviews with finalists
(if necessary) |

If you are interested in submitting a proposal, please fax your request for a RFP package to (727) 489-0799 Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. You may also pick-up a copy in person at 11479 Ulmerton Road, Largo, Florida 33778 during the same days and hours. **PCHA reserves the right to request additional information concerning any and/or all Proposals submitted.**

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

Darrell J. Irions, Executive Director

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- C. Form HUD 5370-C, General Conditions of the Contract for Non-Construction
- D. Attachments
 - 1. Contractor's Questionnaire
 - 2. Non-Collusive Affidavit of Contractor/Subcontractor
 - 3. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
 - 4. SDB/WBE/MBE Business Certificate/Utilization Summary
 - 5. Section 3 Opportunities Plan
 - 6. Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
 - 7. Fee Estimate
 - 8. Proof that Firm or Individual is licensed to do business in the State of Florida (to be supplied by Proposer)
 - 9. Proof of Insurance (to be supplied by Proposer)

REQUEST FOR PROPOSALS

#PCHA07-002

Professional Public Relations Services

NOTICE OF INTENT TO RECEIVE PROPOSALS

The Pinellas County Housing Authority (PCHA), and the St. Petersburg Housing Authority ("SPHA") (herein collectively referred to as "Agency" and/or "Agencies") seek a professional public relations firm to represent the Agencies' interests in providing public relations services described herein, in accordance with the requirements of each Agency and the U.S. Department of Housing and Urban Development (HUD). PCHA formally requests competitive proposals on behalf of the Agencies from qualified, responsible firms interested in providing Professional Public Relations Services as further described herein.

SECTION A

A-1 Type of Contract

The Agencies contemplate the award of a firm fixed price contract resulting from this solicitation. The term of this contract shall be one year from date of award, with an option for an additional one-year renewal period. The Agencies reserve the right not to exercise the renewal option.

SECTION B

B-1 Overview of Project

The Agencies

The Pinellas County Housing Authority

The Pinellas County Housing Authority ("PCHA") is a body corporate and politic established by the State of Florida pursuant to Chapter 421, Florida Statutes. The PCHA is a municipal corporation and is subject to all State, County and City ordinances and regulations. The Housing Authority's administrative offices are located at 11479 Ulmerton Road, Largo, FL 33778. A five (5) member Board of Commissioners, authorized by State law, is responsible for the development of housing policy. Operations, and recommendations regarding planning strategies, are made to the Board of Commissioners, and are the responsibility of the Executive Director of the PCHA.

PCHA develops, owns, manages and maintains four (4) Public Housing developments, including an Assisted Living Facility which is privately managed, for a total of 595 public housing units, and three (3) affordable housing developments totaling 951 units, for a grand total of 1,546 housing units. PCHA also administers all activities for the Dunedin Housing Authority. PCHA's public housing and affordable housing programs are managed by PCHA employees and by private management contractors. PCHA administers approximately 2,600 Section 8 Housing Choice Vouchers and a Section 8 Housing Choice Voucher Homeownership program.

The Housing Authority of the City of St. Petersburg, Florida

The Housing Authority of the City of St. Petersburg, Florida ("SPHA") is a public housing authority created pursuant to the Florida Statutes. It develops, owns, manages and maintains three (3) public housing developments: Clearview Park (22 units), Disston Place (33 units), Romaine Apartments (20 units); and administers a public housing program at Jordan Park, a 237-unit public housing/tax credit development. SPHA is in the process of selling its Graham-Rogall Public Housing/Section 8 New Construction high-rise (disposition approved by HUD on 12/2/2004) within the city of St. Petersburg, Florida. Graham-Rogall is comprised of 336 public housing units and 150 Section 8 New Construction units. SPHA's public housing developments are managed by PCHA, as a property management contractor. SPHA administers approximately 2,600 Section 8 Housing Choice Vouchers. The Housing Authority's administrative offices are located at 11479 Ulmerton Road, Largo, FL 33778. A seven (7) member Board of Commissioners, authorized by State law, is responsible for the development of housing policy. Operations and recommendations regarding planning strategies are made to the Board of Commissioners, and are the responsibility of the Executive Director of the SPHA.

PCHA and SPHA receive funding from the United States Department of Housing and Urban Development ("HUD") and are entitled to apply for funding to acquire, construct, modernize, maintain, and operate housing developments. In addition, the Agencies administer several programs funded and regulated by HUD. These programs include conventional, rental assistance and community development components. HUD is currently using the Public Housing Assessment System ("PHAS") as described in 24 Code of Federal Regulations (CFR) Part 902, to annually rate the effectiveness of Public and Indian Housing Authorities' operations. It is the goal of the Agencies to attain a rating of "high performer" status in each of its annual PHAS scores.

B-2 Statement of Work – General and Specific Duties:

Scope of Work: SPHA and PCHA (the "Agencies") seek an experienced professional public relations firm to establish and promote a positive community image of the Authorities, and their endeavors. Work will include, but is not limited to:

1. Help establish the agencies' legislative agenda.
2. Development and implementation of a communications and strategic public relations plan.

3. Provide recommendations to enhance content and appearance of existing website.
4. Communication with the Agencies' stakeholders.
5. Timely and accurate dissemination of key information to stakeholders.
6. Press Releases: public and media communications representing the agency's opinions, actions, program strategies, and any other agency business as deemed appropriate and pre-approved by the executive director or designee.
7. Professional handling of political issues.
8. Proactive placement of positive news stories reflecting the agencies' programs, policies, and actions. All media placements will be reviewed and approved by the Executive Director and/or designees.
9. Develop and maintain open lines of communication between board members, authority staff, the media, and the community at-large.
10. Determine the need for and develop flyers, newsletters, annual reports, agency brochures, presentation packets, media kits, and other specialty publications as needed by agency staff.
11. Stay abreast of political, social and economic factors at the local and Federal levels that may affect the Agencies.
12. Cultivate community support for the Agencies.
13. Assist the agencies in maintaining positive high visibility in the communities they serve by supporting community events that are important to the community.

The successful firm will develop a complete understanding of the goals and objectives of each respective Board of Commissioners, the Agencies' current projects and ongoing programs. The successful firm will become familiar with the Agencies' current and past press issues and coverage in order to address current issues in a positive and balanced manner. The firm should have a record of taking on challenging clients and being successful. The Agencies' stakeholders are identified as follows:

- Employees
- Customers (Clients – residents of the Agencies' housing developments, participants in the Section 8 Housing Choice Voucher program, vendors, contractors, etc.)
- Potential Customers (applicants on waiting lists, those persons interested in applying for housing assistance, and potential landlords)

- Potential Partners (NAACP, developers, consultants, City, County)
- Faith-Based groups (churches)
- The media (newspaper, television, radio, internet)
- Department of Housing and Urban Development (HUD)
- Other Government Agencies (other PHA's, Pinellas County Community Development, Pinellas County Sheriff's Office, St. Petersburg Police Department, Worknet, etc.)
- The Community at Large

SECTION C

C-1 Evaluation Criteria

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

1. Responsiveness of the proposal in clearly stating an understanding of and addressing the work to be performed (see B-2, Statement of Work.) Submission of a work plan including the number of employees to be directly assigned to the contract with a brief description of their duties. **(25 points)**
2. Qualifications/Experience/Reputation of the firm, including consultants, to be assigned to the Agencies. This may be determined from resumes submitted, and/or by job descriptions of staff to be hired. Provide client listing for the last twelve (12) months with your submittal. **(25 points)**
3. Fee structure: The estimated budget is subject to negotiation and funding availability. The fee structure is appropriate for the type of service requested. The fees are reasonable and competitive. **(20 points)**
4. Small Disadvantaged Business enterprise designation (SDB) participation and/or joint venture. **(5 points)**
 - a. If Proposer's firm is a SDB designated firm, a copy of the state or local certification must be included in its proposal. (5 points)
 - or**
 - b. If Proposer is joint venturing or subcontracting with a SDB firm, certification of joint venture partners or subcontractors must be provided. (5 points)

5. Section 3 (0 – 5 points)

All contractors who are awarded contracts by PCHA must comply with Section 3. PCHA encourages resident participation in all contracts. Contractor compliance criteria is as follows:

- a. Contractor is, or joint ventures with, or subcontracts with Section 3 Certified Business.
- b. Contractor commits to hiring Section 3 certified residents who are qualified for open positions.
- c. Contractor agrees to provide job training to Section 3 residents.
- d. Contractor agrees to contribute to Agencies' resident educational fund.

6. Timeliness of Firm. The firm/proposer demonstrates an ability to start the project in a reasonable time frame. Lead times for manpower and/or materials are clearly defined in order to meet the needs of the Agencies. (20 points)

7. Evidence that the Firm or individual is currently licensed to do business in the State of Florida.

If "No" the Firm or Individual will be disqualified.

TOTAL

100 Points

Oral Interview/Presentation. (10 Bonus Points)

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

C-2 Due Date of Proposal

Proposals are due at the PCHA office by 2:00 PM Eastern Standard Time (EST) on April 4, 2007, mailed or delivered to the attention of: Rhonda Allen, Interim Director of Purchasing, Pinellas County Housing Authority, 11479 Ulmerton Road, Largo, Florida 33778

Any questions regarding this RFP may be directed to Ms. Rhonda Allen at 727-443-7684, ext. 3026, by facsimile at (727) 489-0799 or at the address listed above.

C-3 Negotiations and Award

Unless there is no need for negotiations with any of the Proposers, negotiations shall be conducted with Proposers who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to the Agencies. 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 Proposers of deficiencies, if any, in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No Proposer shall be provided information about any other Proposer's proposal, and no Proposer shall be assisted in bringing its proposal up to the level of any other proposal. Proposed fees are subject to negotiation. Proposers shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. The Agencies reserve the right to request additional information concerning any and/or all proposals submitted. The Agencies shall establish a common deadline for receipt of proposal revisions.

The evaluation committee shall make a recommendation to the Executive Director or his/her designee. The Executive Director shall make a recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm(s) to be awarded a contract. A contract will be awarded to the Proposer whose proposal best meets the needs and requirements of the Agencies for the best value, as determined by the Housing Authority in its sole discretion. Failure to meet the threshold requirements may result in rejection of the proposal. The Agencies reserve the right to reject any and all bids, to award one or more contracts or no contract.

The Agencies reserve the right to reject any or all proposals/bids if such action is determined by the Housing Authority in its sole discretion to be in the best interest of the Housing Authority, and to waive and/or require correction of any and all informalities and minor irregularities. The Agencies reserve the right to cancel this solicitation or to award one or more contracts or no contract for any reason it deems is in the best interest of the agency.

SECTION D

D-1 Instructions to Proposers

See Exhibit A, HUD Form 5369-B, Instructions to Offerors, Non-Construction. PCHA hereby excludes Item 6, Late Submissions, Modifications, and Withdrawal of Offers, of HUD Form 5369-B, Instructions to Offerors, Non-Construction.

SECTION E

E-1 Required Certifications

See Exhibit B, Form HUD 5369-C, Representations, Certifications, and other Statement of Bidders, Public and Indian Housing Programs.

E-2 Availability of the RFP Package

The RFP package may be obtained in person from the PCHA at 11479 Ulmerton Road, Largo, Florida 33778, (727) 443-7684. RFP packages may be mailed via United States Postal Service Priority Mail upon request. RFP packages may be shipped by other

means provided the requester is willing to bear the cost of postage. All RFP package shipments must be pre-paid. The PCHA will not honor requests for COD shipments or facsimile transmission of the package.

E-3 Acceptance of Proposals

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

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

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

E-3 Confidential Material

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

E-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.

E-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.

E-6 Incurring Costs

PCHA is not liable for any costs incurred by any Proposer prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Proposer.

All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Proposer. All supporting documentation and manuals submitted with each Proposal will become the property of PCHA unless otherwise indicated by the Proposer at the time of submission.

E-7 Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, PCHA will hold the Proposer responsible for the proposed services. In addition, the Proposer shall

hold PCHA harmless from any third party legal claims involving the use by PCHA of any software product or technique provided.

E-8 Ineligible Contractors

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

E-9 Award of Contracts

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

SECTION F

F-1 Mandatory Contract Clauses

See Exhibit C – Form HUD 5370-C, General Conditions of the Contract for Non-Construction.

SECTION G

G-1 Insurance The Firm shall maintain at its expense during the term of the Contract the following insurance:

(1) Worker's Compensation Employer's Liability in the amount of \$100,000.00 each accident; \$100,000.00 each disease; and \$100,000.00 for each disease/each employee.

(2) Professional Liability Insurance with minimum coverage in the amount of \$1,000,000.00.

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

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

SECTION H

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

1. The name of the Proposer, the location of the principal place of business.
2. A response to the evaluation factors as listed in Section C including:
 - a. The abilities, qualifications and experience of all persons who would be assigned to provide the required services.
 - b. A listing of other contracts entered into in the last two (2) years under which similar services were provided, with contact names and telephone numbers of comparable clients.
 - c. A complete cost proposal and/or fee schedule. Cost proposals/fee schedules shall include all direct and indirect costs, including profit and overhead. The cost proposal should be based upon each of the work requirements as contained in this document. **Cost proposals are subject to negotiation, and will be based upon the Statement of Work described in Section B herein.**

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

**Pinellas County Housing Authority
The Dean S. Robinson Central Administration Building
11479 Ulmerton Road
Largo, Florida 33778
Attention: Rhonda Allen, Interim Director of Purchasing**

H-3 Submission Method: One (1) unbound original and nine (9) bound copies of the written proposal shall be submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the proposal number and title.

H-4 Submission Date and Time: Proposals must be received by **2:00 p.m. EST on April 4, 2007.** Proposals will not be opened publicly. It is the Firm's responsibility to ensure that its proposal is delivered at the proper time and place. Proposals, which for any reason are not timely delivered, will not be considered and will be returned unopened. Offers by telegram, facsimile or telephone are not acceptable. PCHA staff designated to receive proposals will determine the

specified time the proposal has arrived. No responsibility will attach to an officer, employee, or agent of PCHA for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the submission place using the submission method by the submission date and time.

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

SECTION I

I-1 SDB (MBE/WBE) Participation

In accordance with 24 CFR, Part 85.36 (e)(2)(I)-(v), it is PCHA's goal to have Small Disadvantaged Business (SDB) [formerly known as Minority and Women's Business Enterprise (M/WBE)] participation to the greatest extent possible in its contracting efforts. Therefore, the selected Proposer's firm that is not designated as a Small Disadvantaged Business (non-SDB) will be required to take all necessary affirmative steps to assure that SDB enterprises are used whenever possible. All proposers must submit PCHA's SDB/M/WBE Utilization Summary (Attachment 4, hereto) as part of their Proposal. Certified SDB (or M/WBE) firms must submit copies of its Certification from any governmental certifying agency.

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

Each joint venture business must submit all forms required herein. Each SDB business must submit a statement of its intent to participate and its certification(s) with the proposal. In addition, the joint venture partnership agreement must be provided with the proposal.

SECTION J

- J-1 Section 3 Requirements: Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development.

All proposals must also include a Section 3 Opportunities Plan for Section 3 compliance requirements. The Section 3 Opportunities Plan for Section 3 requirements is located in Attachment 5.

SECTION K

K-1 List of Exhibits and Attachments

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

- Exhibit A: Form HUD 5369-B, Instructions to Offerors Non-Construction
- Exhibit B: Form HUD 5369-C, Representations, Certifications, and Other
Statement of Bidders, Public and Indian Housing Programs
- Exhibit C: Form HUD 5370-C, General Conditions of the Contract for Non-
Construction
- Exhibit D: List of Attachments:

- 1) Contractor's Questionnaire
- 2) Non-Collusive Affidavit of Contractor/Subcontractor
- 3) Sworn Statement Pursuant to Section 287.133(3)(a), Florida
Statutes, on Public Entity Crimes
- 4) SDB/WBE/MBE Business Certificate/Utilization Summary
- 5) Section 3 Opportunities Plan
- 6) Contractor's Certification of Authorization to Execute
Bid/Contract on Behalf of Company
- 7) Fee Estimate
- 8) Proof that Firm or Individual is licensed to do business in the
State of Florida (to be supplied by Proposer)
- 9) Proof of Insurance (to be supplied by Proposer)

END RFP DOCUMENT

EXHIBIT A

Form HUD 5369-B

Instructions to Bidders for Contracts Public
and Indian Housing Programs

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 B

Form HUD 5369-C

Representations, Certifications, and Other
Statements of Bidders, Public and Indian
Housing

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT C

Form HUD 5370-C

General Contract Conditions for
Non-Construction

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2008)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach 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 agrees as follows:

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

EXHIBIT D

List of Attachments

1. Contractor's Questionnaire
2. Non-Collusive Affidavit of Contractor/Subcontractor
3. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
4. SDB/WBE/MBE Business Enterprise Certificate/Utilization Summary
5. Section 3 Opportunities Plan
6. Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
7. Fee Estimate
8. Proof that Firm or Individual is licensed to do business in the State of Florida (to be supplied by Proposer)
9. Proof of Insurance (to be supplied by Proposer)

DATE: March 4, 2007
PROJECT TITLE: Professional Public Relations Services
TO: Qualified Firms
SUBJECT: Request for Proposal #PCHA07-002

The Pinellas County Housing Authority (PCHA) Largo, Florida is requesting Proposals from licensed, qualified, responsible contractors interested in providing Professional Public Relations Service in accordance with all applicable state and federal regulations, the requirements of PCHA, and the U.S. Department of Housing and Urban Development (“HUD”).

Prior to submission of a Proposal, the contractor agrees to answer the following questionnaire:

Company Name: _____

Principal Officer: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Years in business under present name: _____

Primary type of work your firm engages in:_____

Years experience as a contractor:_____

List all contracts your firm has completed during the past two (2) years that are similar to the work described in this solicitation. (attach separate sheet is necessary)

[illegible]

During the past three (3) years, have you or your firm ever been party to a civil or criminal case: _____

(If yes, please give details & date of occurrence):

During the past three years, have you or your firm been removed from a job: _____

(If yes, please give details & date of occurrence.)

During the past three (3) years have you or your firm been cited for work violations by local, state or federal agencies: _____

(If yes, please give details and date of occurrence.)

Has your firm defaulted on a contract: _____

(If yes, please give details and date of occurrence.)

Has an Officer of your firm defaulted on a contract: _____

(If yes, please give details and date of occurrence.)

NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

State of _____

County of _____

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

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

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

By: _____

Title: _____

Date: _____

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

STATE OF

NOTARY PUBLIC

My commission expires _____, 20_____.

Personally known ☐

OR produced identification ☐

(Type of identification)



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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **THE PINELLAS COUNTY HOUSING AUTHORITY**

By _____
(Name) (Title)

for _____
(Company name)

whose business address is

(Address) (City) (State) (ZIP)

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

_____.

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or

without an adjudication of guilt, in any federal or state trial court of record relating to changes brought to indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

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

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

(SIGNATURE)

Sworn and subscribed before me this _____ day of _____, 2____, who is

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires: _____

(Printed typed or stamped commissioned name of notary public)

Signature of Notary



INSTRUCTIONS FOR SMALL DISADVANTAGED BUSINESS UTILIZATION SUMMARY

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

1. Enter the dollar amount of the base bid submitted by Proposer.
2. Indicate what dollar amount of the base bid Proposer intends to utilize in partnering, joint venturing, or subcontracting with Small Disadvantaged Businesses as defined at the bottom of the Utilization Summary page.
3. Enter the complete name and address of the Small Disadvantaged Business(es) Proposer intends to utilize.
4. Specify the trade, telephone number, and Anticipated Dollar Amount to be paid to the firms named.
5. Contractor's representative signs and dates Utilization Summary.
6. Submit Utilization Summary with proposal.
7. After the contract is awarded, each invoice or draw request submitted by Contractor must include a copy of Utilization Summary to include the total dollars allocated to SDB firms from the contract amount, as well as, the percent (%) of the base bid.
8. Contractor's representative signs and submits Utilization Summary with each invoice or draw request.

SMALL DISADVANTAGED BUSINESS (SDB)

UTILIZATION SUMMARY

Description of work: _____
Project # _____

Base Bid \$ _____

Total SDB Goal.\$ _____

Certified Contractor's/Subcontractor's Name & Address	SDB	Trade	Tele. #	Dollar Amount

Total Dollar Amount Achieved for Goal \$ _____

SDB ☐ Percentage of Base Bid Achieved _____% (Percentage may be rounded to the nearest tenth %) _____%

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

Certified True and Correct by _____
Contractor's Representative Title Date

- ◆ "Small disadvantaged business" is a small business that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or stockholders.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of the Pinellas County Housing Authority Public Housing Residents and Low and Very Low Income Neighborhood Residents

I. Opportunities Plan

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

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

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

II. Labor Survey:

[illegible]

III. Resident List

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

JOB TITLE	LICSPHAR OR LIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

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

LIAR = Low and Very Low Income Area Resident

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

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

In the event I am awarded the contract, I have the option to submit my check in the compliance amount at the start of contract date, or allow PCHA to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

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

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

Contractor's Signature and Title: _____

Date: _____

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

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

Affix Corporate Seal:

Signature: _____

Title: _____

Date: _____

FEE ESTIMATE FORM

PROJECT NAME: **PROFESSIONAL PUBLIC RELATIONS**

CONTRACTOR NAME: _____

Signature of Contractor Representative: _____

Professional Staff (includes taxes & benefits)

Position Title: _____ Rate per hour: \$ _____

Position Title: _____ Rate per hour: \$ _____

Subtotal Professional Staff Cost: \$ _____

All Other Administrative Costs

Subtotal Administrative Cost: \$ _____

TOTAL FEE ESTIMATION: \$ _____