



Pasco County Housing Authority

Request for Proposals PCHA-RFP-2020-03

Fee Accounting Services

Issue Date: May 1, 2020

Question Due Date: May 15, 2020

Response Due Date: June 2, 2020

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PASCO COUNTY HOUSING AUTHORITY

Fee Accounting Services

I. PCHA MISSION AND DESCRIPTION

The Pasco County Housing Authority, hereinafter referred to as PCHA, is a non-profit organization created by Pasco County in 1973 and released from the County as a separate entity in 1977. The Authority was established in accordance with Florida Statutes to develop, manage, and maintain low income housing and housing assistance programs for low income families, disabled, elderly, and single citizens of Pasco County.

The PCHA is governed by a five (5) member Board of Commissioners. One of which must be a resident or participant of a federally subsidized housing program.

II. TYPE OF CONTRACT

PCHA intends to award a fixed price contract resulting from this solicitation. The initial term of this contract shall be two (2) years with an option for three (3) additional one-year renewal terms under the same terms and agreements. PCHA reserves the right not to exercise the option to extend the initial contract.

III. BACKGROUND of PCHA

The diversified housing portfolio of the PCHA includes 207 units of Public Housing, 96 units of United States Department of Agriculture (USDA) Rural Development, 64 units of Section 8 New Construction, and 32 units of Affordable Housing. The PCHA administers approximately 1,186 units of Section 8 Housing Choice Voucher Program, 30 HOPWA Vouchers, and 144 VASH Vouchers, 45 Mainstream Vouchers, 13 Shelter Plus Care Vouchers, 15 Youth & Family Alternatives Vouchers, 94 FSS Vouchers, and 25 Homeless Assistance Vouchers. The approximate amount for vouchers is 1,600 units.

PCHA receives its funding primarily from the United States Department of Housing and Urban Development (HUD), USDA Rural Development, and grants. The Agency does have a 501©3 entity as well. The operating budget for the Agency is approximately \$15 million annually.

IV. SCOPE OF WORK

Accounting work must be performed in accordance with the Generally Accepted Accounting Principles (GAAP) as prescribed by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) where FASB takes precedence over GASB

and reporting provisions of applicable HUD and REAC guidelines for Low Income Housing Programs.

The contracted work will include the following (but not limited to):

1. Prepare and process all documents required for the budget and operating subsidy preparation within the required timeline. This includes: subsidy calculations, required federal and state tax reporting, budget forms, utility estimates, all required HUD and USDA Rural Development forms, PHAS internet submissions & the Capital Fund Program.
2. Preparation of the Agency's budget shall allow for at least one mid-year revision.
3. Maintain the general ledgers and subsidiary ledgers for the Agency.
4. Provide a detailed transaction register (receipts/disbursements) on a monthly basis.
5. Review all accounts payable, accounts receivable and payroll coding to ensure proper allocations of funds.
6. Maintain the general ledgers on a monthly basis, including development of all entries.
7. Prepare all monthly and year-end financial statements and annual closing entries.
8. Prepare all debt service entries.
9. Maintain investment and insurance registers.
10. Maintain Capital Funds subsidiary ledgers as required and subsidiary ledgers for any grant or development funds awarded.
11. Prepare journal entries for payroll and review journal entries which PCHA has processed.
12. Preparation of year end fillings.
13. Complete close out for the fiscal year which includes preparation of all forms required by HUD and USDA Rural Development, transmission of the Financial Data Schedule (FDS) to REAC.

14. On-Site Visits: as required to provide clarification on pertinent financial matters relative to questions posed by the Board of Commissioners (BOC), Auditors, the Executive Director, and/or other Housing Authority Staff.
15. The selected Fee Accountant will be required to appraise the financial data, evaluate business performance, ensure sufficient funds are available to finance business operations for both short-term initiatives and long-term projects.
16. Provide detailed financial analysis to assist the HCV program in maintaining maximum HAP utilization. Prepare and assist PCHA with submission of any/all reports required to VMS.
17. Assist the Finance Manager in providing timely and accurate monthly financial reports to the Executive Director for the Board of Commissioners including a dashboard report. **Board meetings are held the third Wednesday of the month.
18. Attend monthly BOC meetings via phone and in person when performing on-site visits to provide financial information.
19. Report any and all fiscal items unusual in nature, requiring the attention of the Executive Director.
20. Assist and submit the annual Public Housing Management Assessment Program (PHAS) and FDS submissions to the Real Estate Assessment Center (REAC), including the Management Assessment Subsystem (MASS) submission and the Financial Assessment Subsystem (FASS) as required and as amended.
21. Provide special reports and projects to the Board of Commissioner as requested.

V. INSTRUCTIONS TO PROPOSERS

Address each of the following below within the proposal:

1. Qualifications and experience of the accountant/firm with regards to HUD-subsidized housing market and USDA Rural Development programs.
2. Names and credentials of the accountants who will be assigned to PCHA and the percentage of time to be spent by each.
3. A description of services the firm offers in response to the Scope of Work as outlined above.
4. An example dashboard report providing an overall snapshot.
5. A listing of Housing Authorities which the accounting firm is currently under contract with.
6. Demonstration of knowledge/experience with Lindsey Housing Software or related housing computer software system.

7. Explain how the firm will coordinate work and effectively communicate with PCHA Finance and Executive Team.
8. Submit a fixed fee for a total cost for the year one and year two period, with fixed cost proposals for the three possible one-year extensions. Also, please include an hourly rate for any additional services which may be requested beyond the scope of the contract which PCHA may subsequently request as an additional work item.
9. Must be licensed and registered to perform work in the state of Florida.

VI. REQUIRED CERTIFICATIONS

1. HUD 5369-B/C- Certifications and Representations of Offerors
2. Non-Collusive Affidavit
3. Sworn Statement on Public Entity Crimes
4. Section 3 Certificate of Compliance
5. Certification for Business Concerns Seeking Section 3 Business Preference
6. Limited Denial Participation (LDP)/Suspension or Debarment Certification
7. Provider's Certification of Authorization to Execute/Bid on Behalf of Company
8. Schedule of Addenda
9. Insurance Coverage Checklist

VII. FORM OF PROPOSAL

Each proposer should submit one (1) unbound original (indicate which is the original) and four (4) exact copies addressed as follows:

Pasco County Housing Authority
Attn: RFP-2020-03
Fee Accounting Services
36739 S.R. 52, Suite 108
Dade City, Florida 33525
Attention: Procurement

All submissions must be received by 2:00 p.m. on June 2, 2020

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 arrive by the specified time, regardless of the postmark date. **THERE WILL BE NO EXCEPTIONS.** Proposals will be held in confidence and not released to the public review until after final award is made.

VIII. CRITERIA FOR SELECTION

Proposers must meet be able to complete all requested items set forth in paragraph IV above.

PCHA reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. PCHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

IV. EVALUATION CRITERIA

PCHA will assess the aspects of the proposals in the following manner:

1. Knowledge of HUD/USDA accounting regulations & requirements, GAAP accounting practices, federal, state, & local laws.....35%
2. Experience with Public Housing Authorities, similar programs/size.....35%
3. Knowledge of Public Housing Software or similar comparison.....10%
4. Demonstrated record of availability of the principal fee accountant.....15%
5. Fee structure.....5%

Each of the above aspects will be carefully evaluated to ensure the finalists have the experience and capability to provide the variety of requested services to PCHA.

Any questions concerning the Request for Proposal should be directed to procurement@pascocountyhousing.org

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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT 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 Pasco 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 **Pasco 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(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of **SWORN** 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(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought 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(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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____. .
Personally known ___ OR produced identification _____
State of _____
Notary Public _____
My commission expires _____
(Printed typed or stamped commissioned name of notary public)

Certificate of Compliance – Section 3

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participate in: _____

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

Section 3 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company), **CERTIFIES** that upon being awarded a contract to _____, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will submit to PCHA a Section 3 Work Plan (see Section 3 Appendix), before a "Notice to Proceed" is issued or start date projected. The developer or prime contractors will require all subcontractors to submit a Section 3 Work Plan prior to proceeding with their respective scope of work.
- d) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- e) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Park 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- f) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- g) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, to circumvent the Company's obligations under 24 CFR Part 135; and
- h) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name

Name and Title

Signature

Date

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

Name of Business: _____

Address of Business: _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

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

For the business entity as applicable:

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

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

List of subcontracted Section 3 business and subcontract amount

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

- List of all current full time employees
- List of all employees claiming Section 3 status
- PHA Residential lease (less than 3 years from the date of employment)
- Other evidence of Section 3 status (less than 3 years from the date of employment)

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

- | | |
|---|--|
| <input type="checkbox"/> DCurrent financial statement | <input type="checkbox"/> DList of owned equipment' |
| <input type="checkbox"/> D Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____

Signature

Date

Printed Names

PASCO COUNTY HOUSING AUTHORITY

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____
 ADDRESS: _____
 PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At time of contract signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
Trainees			
Apprentices			
Journey persons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

 Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(h) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns, whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- a) Within the maximum total price established by the HA; or
- b) Not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

	“X” Less of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000 but less than \$200,000	9% of that bid, or \$16,000.00
\$200,000 but less than \$300,000	8% of that bid, or \$21,000.00
\$300,000 but less than \$400,000	7% of that bid, or \$24,000.00
\$400,000 but less than \$500,000	6% of that bid, or \$25,000.00
\$500,000 but less than \$1,000,000	5% of that bid, or \$40,000.00
\$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000.00
\$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000.00
\$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000.00
\$7,000,000 or more	1.5% of the lowest responsive and responsible bid with no dollar limit.

Main Office (352)567-0848
Fax number (352)567-6035
Hearing Impaired
Dial 7-1-1 for Florida relay



Terrie V. Staubs
Executive Director

36739 S.R. 52, Suite 108, Dade City Florida 33525

LIMITED Denial Participation (LPD)/ Suspension or Debarment Status Certification

By signing this Certification, the Bidder/Proponent certifies that the firm, business or person submitting the bid/offer has not been LDP, suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. Pasco County Housing Authority (PCHA) also may exercise any other remedy available by law.

By: _____

Title: _____

Date: _____

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

State of _____

Notary Public _____

My commission expires _____
(Date)

Personally known

Or produce identification

(Type of Identification)



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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:

By: _____

Title: _____

Date: _____

Pasco County Housing Authority



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Terrie V. Staubs
Executive Director

Schedule of Addenda

I acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project (s) included in this RFP and declare that I accept these Addenda and that every change is included in this proposal.

Relation of Addenda

Addendum Number _____

Date: _____

Addendum Number _____

Date: _____

Addendum Number _____

Date: _____

Addendum Number _____

Date: _____

Addendum Number _____

Date: _____

Name of Company

Name and Title of Authorized Person Signing

Signature

Date



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INSURANCE COVERAGE CHECKLIST

TO THE OFFEROR:

Please list the amount of insurance coverage your firm currently carries.

INSURANCE COVERAGES	LIMITS	NAME OF COMPANY	CONTACT PERSON
Workers Compensation			
Employers Liability			
General Liability			
Automobile Liability			
Ind. Contractor Liability			
Personal Injury			
Professional Liability			

Please provide a contact person and phone number for each type of insurance carried by your firm.

OFFEROR'S STATEMENT

I understand the insurance requirement and will comply in full if awarded the contract.

Signature

Date

Name (Printed)