

GAINESVILLE HOUSING AUTHORITY

# Request for Proposal - Fee Accounting Services

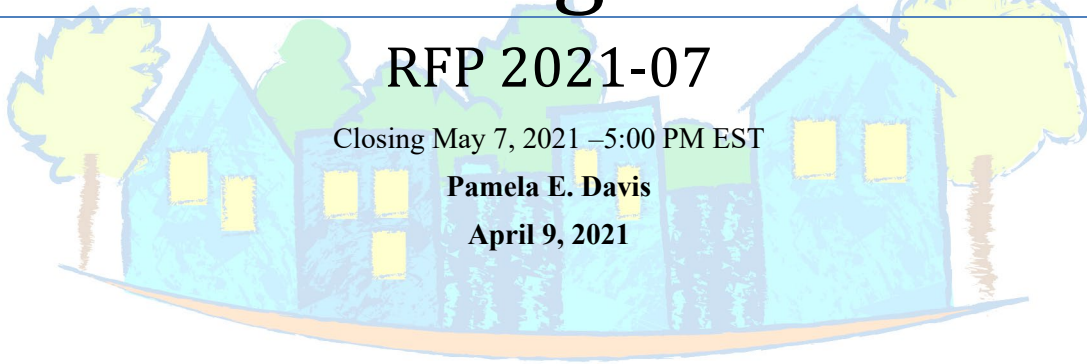
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RFP 2021-07

Closing May 7, 2021 –5:00 PM EST

**Pamela E. Davis**

**April 9, 2021**



GAINESVILLE HOUSING AUTHORITY

*Where Housing Matters*

**Advertisement for Request for Proposals (RFP)**

The Gainesville Housing Authority (GHA) herein solicits Request for Proposals (RFP) from qualified, licensed, and responsible firms interested in providing GHA with Fee Accounting Services (RFP 2021-07).

Date and Time for Receiving Proposals:  
**Friday, May 7, 2021 by 5:00 p.m. EST**

Proposals are to be submitted electronically through Demand Star at <https://network.demandstar.com>

**Specifications and instructions for proposal submission and the criteria that will be used to evaluate submissions are available at:**  
[www.gainesvillehousingauthority.org](http://www.gainesvillehousingauthority.org)

By: Ms. Pamela E. Davis, CEO  
Gainesville Housing Authority, Gainesville Florida

**Gainesville Housing Authority is an Equal Opportunity Employer**



*Where Housing Matters*

Gainesville Housing Authority APRIL 14, 21, 2021 - A000978967 Gville Sun  
Gainesville Housing Authority APRIL 14, 2021 - A000978968



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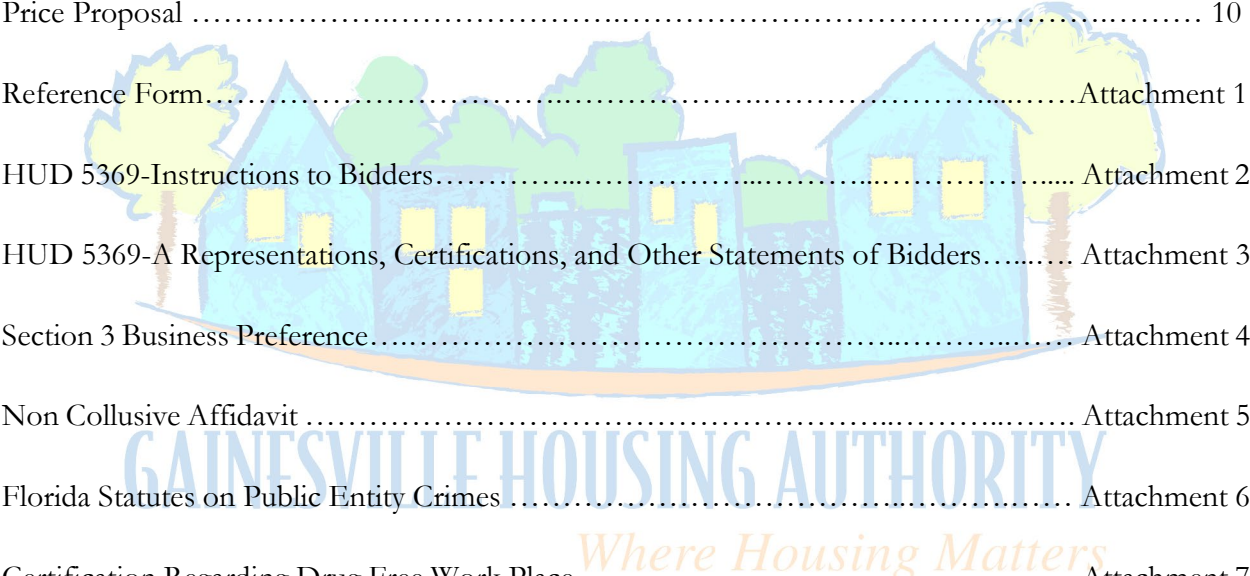
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## Request for Proposal – Fee Accounting Services

The Gainesville Housing Authority (GHA) in the City of Gainesville, Florida, hereinafter referred to as “Authority,” has a need for a Fee Accountant. The intent of this Request for Proposal (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

All proposals will be received through DemandStar on behalf the Gainesville Housing Authority (GHA), 1900 S.E. 4<sup>th</sup> Street; Gainesville, FL 32641 until 5:00 p.m. local time, **May 7, 2021**. All proposals received will be released to GHA electronically at that time:

### Request for Proposal – Fee Accounting Services

All responding contractors are required to be registered with DemandStar

<https://www.demandstar.com/>

Any proposal received by Demand Star after 5:00 PM, EST will be considered late and will not be considered. Any proposal not received thru DemandStar will not be considered.

Proposals will be reviewed and evaluated by the Chief Executive Officer of Gainesville Housing Authority or member(s) of the staff or other individual(s) as designated. After initial review an award recommendation will be made to or by the Chief Executive Officer. The recommendation will then be provided to the GHA Board of Commissioners. The Commission reserves the right to waive informalities in any bid and to accept any proposal which is authorized by law to accept and to reject any and/or all bids.

The Contractor shall obtain proposal information for GHA RFP 2021-07 utilizing DemandStar. All work shall be completed in accordance with this Quotation for Proposal. No proposer may withdraw their proposal for a period of forty-five (45) consecutive calendar days after the date set for opening thereof.

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of the Gainesville Housing Authority’s Procurement Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract award or the protest will not be considered. All bid protests must be in writing, submitted to the CEO or designee, who shall issue a written decision on the matter. The CEO or designee may, at their discretion, suspend the procurement.

The Authority reserves the right to reject any or all responses wherever it is in the best interest of the Authority. The Authority is an Equal Opportunity Employer. Minority and Women-owned business are encouraged to submit a proposal.

Questions regarding bid solicitation must be submitted in writing to Gainesville Housing Authority, 1900 S.E. 4<sup>th</sup> St. – Main Office; Gainesville, FL 32641 or via electronic mail to Larry Pryor at [LarryP@gnvha.org](mailto:LarryP@gnvha.org).



## Section 1 – Information and Instructions

### Submission Requirements

- 1.1 All proposals shall be marked: **Fee Accounting Services for Gainesville Housing Authority Properties RFP 2021-07**. Proposers shall include all supporting documents they want considered with their proposal.
- 1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information.
  - 1.2.1 Contact names of references with phone numbers.
  - 1.2.2 Any additional information that may be pertinent to the proposal.
- 1.3 Proposers will be notified in writing by Gainesville Housing Authority (GHA) of any change in the specifications contained in this RFP. Amendments and any addenda will be posted utilizing DemandStar.
- 1.4 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding by GHA. No employee of GHA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- 1.5 Right of Rejection and Clarification: The GHA reserves the right to reject any and all proposals and to request clarification of information from any proposer. The GHA is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.6 Request for additional information: Prior to the final selection, proposers may be required to submit additional information which GHA may deem necessary to further evaluate the proposer's qualifications.
- 1.7 Denial of Reimbursement: GHA will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.8 Right of Withdrawal: Proposals may be withdrawn prior to the closing date and time. No proposer may withdraw their proposal for a period of forty-five (45) consecutive calendar days after the date set for opening thereof.
- 1.9 Right of Negotiation: GHA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

- 1.10 Right of Rejection of Lowest Fee Proposal: GHA is under no obligation to award this contract to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
- 1.11 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for GHA, a description of the advantage to be gained or disadvantages to be incurred by the GHA as a result of these exceptions.
- 1.12 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses – including attorney fees – and otherwise hold harmless the GHA, its employees, and agents from any liability of any nature or kind in regard to the delivery of services.
- 1.13 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports charts, and other documentation submitted by proposers shall become the property of GHA when received.
- 1.14 Basis of Award: Proposals will be evaluated according to the following criteria and weight at a minimum:
- 1.14.1 Knowledge of HUD accounting regulations and requirements, GAAP accounting practices, and applicable Federal, State, and Local laws. – 35 points
  - 1.14.2 Experience with Public Housing Authorities of similar size and program composition as GHA– 30 points
  - 1.14.3 Demonstrated record of availability of the principal fee accountant(s) for either on-site or direct remote consultation – 15 points
  - 1.14.4 Fee Structure – 20 points
  - 1.14.5 Section 3 Business Preference – 3 bonus points
- 1.15 Selection Process: The proposals will be reviewed by a selection panel appointed by the CEO. The selection panel and CEO shall be sole judge as to evaluation and ranking of proposals.
- 1.16 Submittal: Proposals must be submitted electronically utilizing DemandStar

1.17 Questions: Questions regarding this Request for Proposal should be directed to:

**Larry Pryor**  
**Procurement Officer**  
[LarryP@gnvha.org](mailto:LarryP@gnvha.org)  
 [\(352\) 872-5500 x 7132](tel:(352)872-5500)

1.18 Contract award: This contract shall be a fixed price contract.

1.19 Termination of Contract: GHA may cancel at any time by providing the company with a written thirty (30) day notice of such cancellation. Should GHA exercise its right to cancel the contract, the cancellation shall become effective on the date as specified in the written notice of cancellation sent to the company.

1.20 Insurance Coverage and Limits: The proposer shall furnish to GHA evidence of the following minimum amounts of insurance coverage.

1.20.1 Worker's Compensation to apply to all employees for statutory limits in compliance with applicable state and federal laws.

1.20.2 Business auto policy or similar form shall have minimal limits of \$1MM per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.

1.20.3 Commercial General Liability or similar form shall have minimum limits of \$1MM per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

1.21 HUD Forms:

HUD 5369 - HUD Instructions to Bidders

HUD 5369A - Representations, Certifications and other Statements of Bidders

HUD 5370 - General Conditions for Non-Construction Contracts Section II

- 1.22 Section 3 Business Preference
- 1.23 Non-Collusive Affidavit
- 1.24 Florida Statutes on Public Entity Crimes
- 1.25 Certification Regarding Drug-Free Workplace Requirements



# GAINESVILLE HOUSING AUTHORITY

*Where Housing Matters*



## Section II

### Scope of Work

The Gainesville Housing Authority (GHA) is seeking qualified and experienced firms to provide Fee Accounting Services for GHA and its 501(c)3 instrumentality – Gainesville Housing Development and Management Corporation (GHDMC).

The Gainesville Housing Authority is a large Housing Agency located in Gainesville, Florida and is operated under the U.S. Department of Housing and Urban Development and has approximately 40 full-time employees and manages 544 Public Housing units, 1708 Section Eight Vouchers. We run a large Capital Fund Program, utilize awarded LIHTC for property redevelopment, and are a 2019 recipient of the HUD Jobs Plus Grant. GHA envisions additional conversion utilizing tax credits and the issuance of additional Project Based Vouchers. The Authority's funding is greatly dependent on the US Department of Housing and Urban Development (HUD). HUD's funding is dependent on annual appropriations from Congress.

GHA anticipates engagement of the outside accounting firm to perform the below referenced monthly and annual financial services and support:

- Maintain ledgers in a timely and accurate manner in accordance with procedures. This would include a monthly compilation of the books including a review of the posted receipts, posted AP, interfund and monthly journal entries.
- Review & approve weekly A/P invoice listings for distribution & allocations prior to the actual check run.
- Prepare monthly subledgers by budget line items for all special grants & all open Capital Funds.
- Preparation and submission of the monthly Voucher Management System (VMS) submission.
- Coordinate with GHA staff members in responding to information requests from its auditor during the audit period.
- Timely preparation of the annual operating budgets, budget revisions and financial statements to conform to HUD submittal deadlines in consultation with the CEO and COO.
- Complete fiscal year-end closing of the general ledger and submission of the unaudited and final audited financial statements to HUD's Real Estate Assessment Center (REAC)
- Provide training, on an as needed basis to the accounting team in the following areas: general bookkeeping, HUD accounting functions, and other related requested tasking skills.
- Provide timely and accurate monthly reporting to the CEO for reporting the financial status of the Authority to the Board of Commissioners.
- Provide guidance to the CEO and COO on the financial implications of management proposals when requested.
- Report to the CEO and COO any and all fiscal items unusual in nature which requires the attention of the Authority.

- Provide proformas of potential real estate investment opportunities to the CEO.
- Quarterly on-site or virtual financial reporting to GHA's Board of Commissioners which includes consolidated balance sheet, income statement and cash flow statement.
- Generate, complete, and submit all required reporting for the Authority's affiliate(s) which includes 990 tax returns.

Please note that the requirements listed above are the minimum acceptable requirements. Any additional system modules or features that are proposed should be listed separately as optional with itemized prices in the Cost Proposal.

### Section III –Evaluation Factors

#### RATING CRITERIA

In the interest of fairness to all competing proposers, GHA will treat as ineligible for consideration any proposal that is received after the deadline. Only Proposals meeting all requirements and including documentation as described above will be given consideration. GHA will base contract award upon the following selection criteria. The Rating Criteria listed above shall be reviewed and scored by committee as follows:

- Knowledge of HUD accounting regulations and requirements, GAAP accounting practices as well as applicable Federal, State, and Local laws. **(35 pts.)**
- Experience with Public Housing Authorities of similar size and program composition as GHA. **(30 pts.)**
- Demonstrated record of availability of the principal fee accountants(s) for either on-site or direct remote consultation. **(15 pts.)**
- Fee Structure **(20 Points)**
- Section 3 Business Preference **(3 Bonus Points)**

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

**CONTENT OF PROPOSALS**

**FIRMS INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THEIR PROPOSALS:**

- Evidence that contractor is a Certified Public Accountant (C.P.A.) licensed in the State of Florida or a Licensed Public Accountant.
- The qualification and experience of the firm with special emphasis on the HUD-subsidized housing market.
- Names and credentials of the people in the firm who will be assigned to GHA and the percentage of time to be spent by each.
- A listing of Housing Authorities currently under contract with the firm.
- Evidence of Professional Liability coverage at not less than \$1,000,000.00 aggregate.
- A description of the services that the firm offers in response to the SCOPE OF SERVICES in Section 2.
- A fee estimate for a total cost for a two year period, with the option of a third year, and an hourly rate for any additional services beyond the scope of the contract which GHA may subsequently request as an additional work item.

**GENERAL INFORMATION**

Prepare your proposal in a practical, legible, clear, and straightforward manner.

- Answer each rating factor completely. Refer to the rating factors that will be used to evaluate proposals. Any omissions must be completely explained and justified.
- The Proposal shall be signed by an official authorized to bind the company.
- Bids submitted are irrevocable for 45 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.

**PROPOSAL FORM**

Ms. Pamela Davis  
Chief Executive Officer  
Gainesville Housing Authority  
1900 S.E. 4<sup>th</sup> Street – Main Office  
Gainesville, FL 32641

Dear Ms. Davis:

The undersigned contractor, here-in-after called “Proposer” proposes to furnish all materials and labor for Fee Accounting Services for Gainesville Housing Authority Properties located in Gainesville Florida, in full accordance with RFP 2021-07 documents.

The Proposer submits the following price:

**DOLLARS: (\$ \_\_\_\_\_ )**

In consideration of the Agreement by the Owner, the Proposer has agreed and does hereby agree:

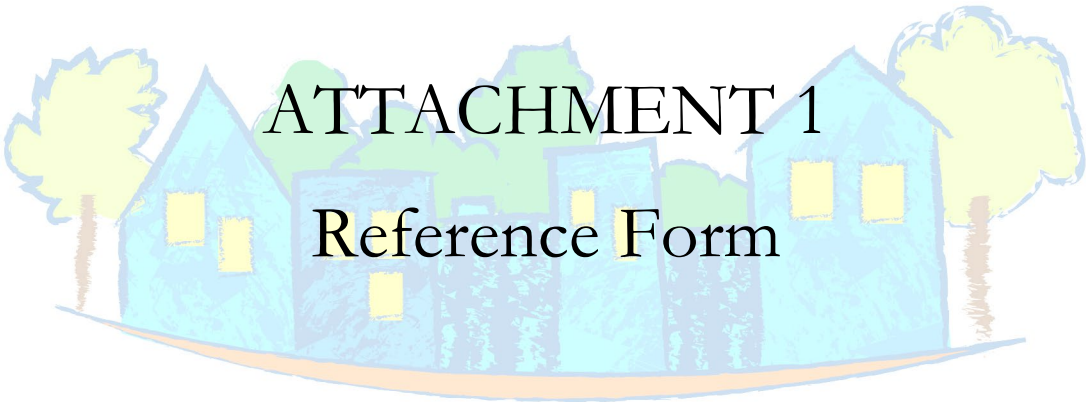
That the above proposal shall remain in full force and effect for a period of forty-five (45) consecutive calendar days after the time of the opening of this proposal, and that the Proposer will not revoke or cancel this proposal or withdraw from the competition within said forty-five (45) day period.

IN WITNESS WHEREOF, the Proposer has hereunto set his/her signature this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Enclosures:  
RFP 2021-07 Attachments 1-8





ATTACHMENT 1  
Reference Form

GAINESVILLE HOUSING AUTHORITY  
*Where Housing Matters*

**REFERENCE FORM**

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Proposer: \_\_\_\_\_

RFP Title: \_\_\_\_\_

**Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.**

Reference Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Description and Date(s) of supplies or services provides: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Description and Date(s) of supplies or services provides: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Description and Date(s) of supplies or services provides: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ATTACHMENT 2

### HUD Instructions to Bidders

HUD 5369



**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

ATTACHMENT 3  
REPRESENTATIONS,  
CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS

HUD 5369-A  
GAINESVILLE HOUSING AUTHORITY  
*Where Housing Matters*

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or



community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



## ATTACHMENT 4

### Section 3 Business Preference

**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*

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

---

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business:       Corporation                       Partnership  
                                  Sole Proprietorship               Joint Venture

Attached is the following documentation as evidence of status:

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

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

**For Business entity as applicable:**

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorizing Name and Signature (Corporate Seal)      Attested by: \_\_\_\_\_



# ATTACHMENT 5

## Non-Collusive Affidavit



**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*

**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

\_\_\_\_\_, does hereby state:

(Name)

1. S/He is the \_\_\_\_\_ of  
(Owner, Partner, Officer, or Representative)

\_\_\_\_\_, hereinafter referred to as Contractor.  
(Business Name)

2. S/He is fully knowledgeable of the preparation and contents of the Subcontractors proposals which were submitted for the specific work required in connection with a Gainesville Housing Authority (GHA) project titled

\_\_\_\_\_ and located at:  
\_\_\_\_\_.

3. Said Contractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contractor has in any manner, directly or indirectly, sought by unlawful agreement or connivances with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against GHA, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including myself.

Signed: \_\_\_\_\_

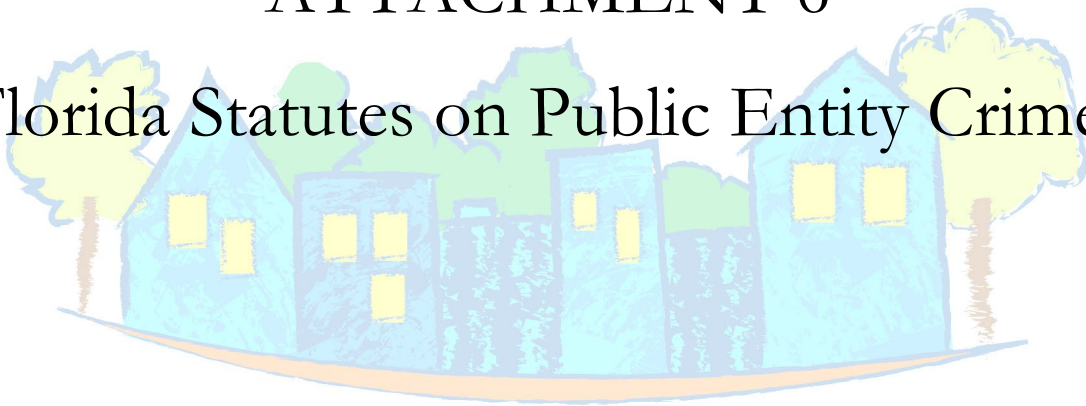
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

## ATTACHMENT 6

# Florida Statutes on Public Entity Crimes



**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal, or Contract # \_\_\_\_\_.
2. This sworn statement is submitted by (*entity*) \_\_\_\_\_, whose business address is \_\_\_\_\_ and (*if applicable*) Federal Employer Identification (*FEIN*) is \_\_\_\_\_ (If you're a sole proprietor and you have no FEIN, then the last four (4) digits of your Social Security number \_\_\_\_\_).
3. My name is \_\_\_\_\_ and the relationship to the entity named above is \_\_\_\_\_.
4. I understand a "public entity crime" as defined in Paragraph 287.133(a)(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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand "convicted" or "conviction" as defined in Paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by 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.
6. I understand an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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 Gainesville Housing Authority (GHA) ownership by one of the shares constituting income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under the length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand a "person" as defined in Paragraph 287.133(1)(e), Florida Statute, means any natural person or entity organized under the laws of the state or the United States with the legal power to enter into a binding contract for provision of goods or services led 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.

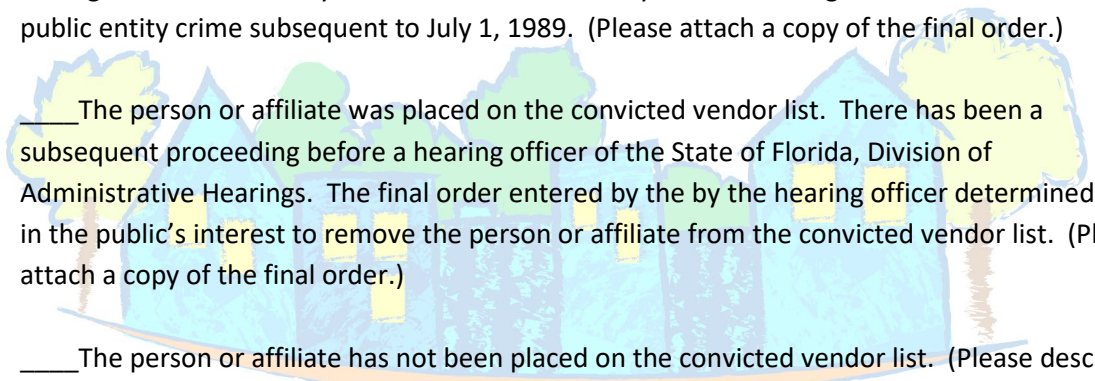
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the by the hearing officer determined it was in the public's interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



GAINESVILLE HOUSING AUTHORITY  
*Where Housing Matters*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

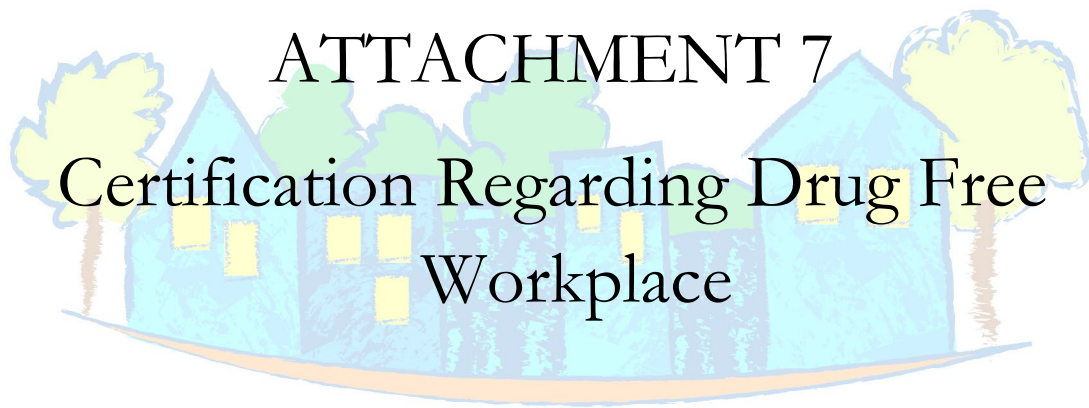
\_\_\_\_\_, PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Notary Signature)

NOTARY STAMP







## ATTACHMENT 7

# Certification Regarding Drug Free Workplace

**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*

**FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Contractor \_\_\_\_\_

Contract \_\_\_\_\_

Contractor \_\_\_\_\_

Date \_\_\_\_\_

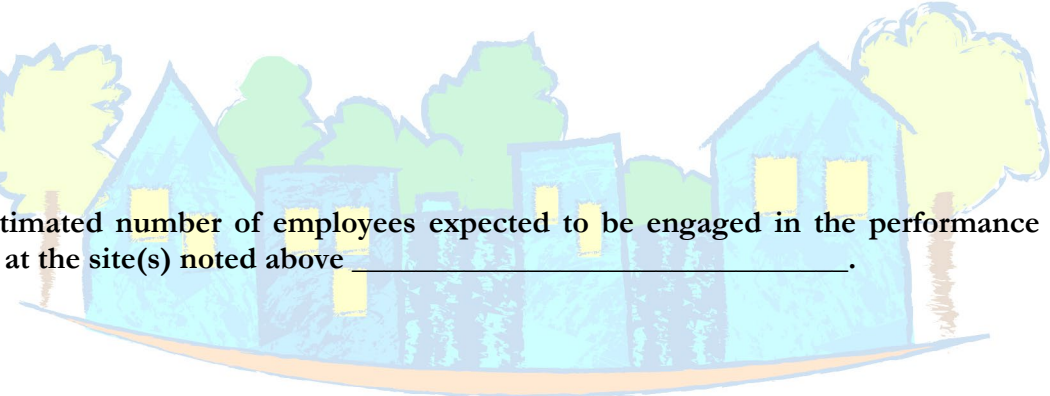
The contractor acknowledges that the site(s) expected to be used for the performance of work under this contract are covered under the statement of a Drug-Free Workplace.

Place of Performance:

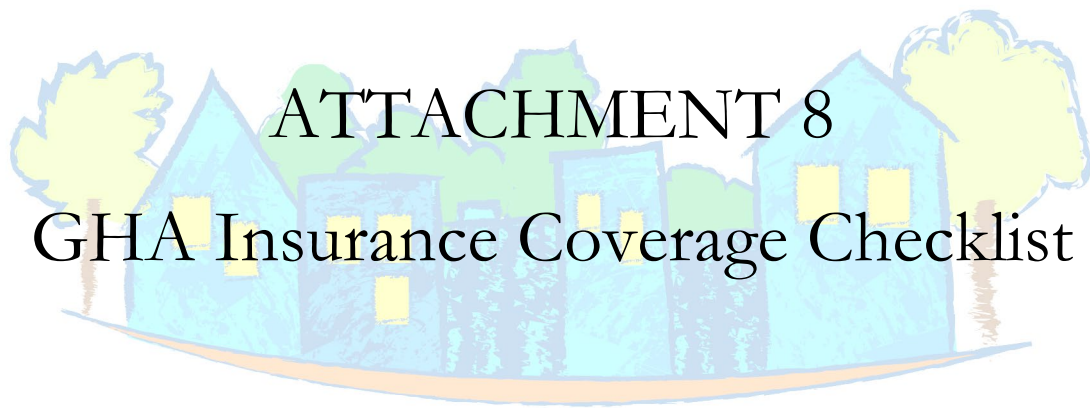
Total estimated number of employees expected to be engaged in the performance of the contract at the site(s) noted above \_\_\_\_\_.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Date)



**GAINESVILLE HOUSING AUTHORITY**  
*Where Housing Matters*



ATTACHMENT 8  
GHA Insurance Coverage Checklist

GAINESVILLE HOUSING AUTHORITY  
*Where Housing Matters*

**INSURANCE COVERAGE CHECKLIST**

TO THE PROPOSER:  
 Please list the amount of insurance coverage that your firm currently carries.

INSURANCE COVERAGES	LIMITS	NAME OF COMPANY
1.0 Workers Compensation	_____	_____
2.0 Employers Liability	_____	_____
3.0 General Liabilities	_____	_____
4.0 Automobile Liability	_____	_____
5.0 Ind. Contractor Liability	_____	_____
6.0 Personal Injury	_____	_____
7.0 Professional Liability	_____	_____

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

**PROPOSER'S STATEMENT**

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

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 Name (Printed or Typed)