



## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS For DEVELOPMENT CONSULTING SERVICES RFP25001**

The Housing Authority of the City of Lakeland, Florida (LHA) acting for itself, instrumentalities and/or affiliates is requesting proposals from qualified professionals for an indefinite delivery, indefinite quantity ("IDIQ") of various **Development Consulting Services**. Proposals from respondents may contemplate providing these services to LHA as individuals, firms, or teams. The awarded continuing contracts will be for a base period of two (2) years with an option to extend for up to an additional three (3)-year period. The services will be contracted as individual task orders issued against the main contract and will include specific scopes of work. Individual task orders must be awarded within the IDIQ contract term. If the duration of a task order extends beyond the term of the IDIQ contract, the terms and conditions of the IDIQ contract will continue in effect through completion of the task order.

Successful respondent must demonstrate the ability and experience to work with staff to implement large and small scale, comprehensive, mixed-finance, mixed-income, and mixed-use revitalization plans that includes both residential and non-residential uses including commercial/retail, offices, community facilities, condominiums/townhomes/single-family houses for sale communities. Additionally, respondents should list any development consulting services that have been provided in the past to clients as it relates to the closeout and the possible re-syndication of tax credit properties. Finally, proposals should demonstrate extensive development experience in the fields of master planning and urban redevelopment through various housing programs offered by the U.S. Department of Housing and Urban Development Program (HUD), Florida Housing Finance Corporation (FHFC), and Federal Housing Administration (FHA). Examples of programs

that LHA, its instrumentalities and/or affiliates have used and/or are currently investigating to develop affordable housing include but are not limited to the following:

- Rental Assistance Demonstration (RAD) Program
- Choice Neighborhood Initiative
- Low Income Housing Tax Credits (LIHTCs)
- Community Development Block Grant Program (CDBG)
- FHA LIHTC Section 221(d)4 and Section 220 programs

Although the above referenced programs are currently being used or have historically been used by LHA, its instrumentalities, and/or affiliates to develop affordable housing, respondents awarded IDIQ contracts via this RFP will not be limited to only investigating the use of these potential funding sources.

Note that task orders issued via this RFP shall be specific to any property owned and controlled by LHA, its affiliates, instrumentalities or partnerships. Furthermore, it may also include any new endeavor or partnership with the City of Lakeland, another entity, or agency.

It is also the intent of LHA, its instrumentalities, and/or affiliates that the Property Manager of any future and present redeveloped property or properties will be self-performed by West Lake Management, LLC from the beginning of the process.

The complete Request for Proposals (RFP) may be obtained by emailing a request to [Leyer@Lakelandhousing.org](mailto:Leyer@Lakelandhousing.org), [Procurement@LakelandHousing.org](mailto:Procurement@LakelandHousing.org) or *LHA Website*: <https://www.lakelandhousing.org/procurement> . Responses must be submitted by **2:00 p.m., Eastern Time, on Tuesday, March 4, 2025.**

Minority Business Enterprises, Woman Business Enterprises, Small Disadvantaged Business Enterprises, and Section 3 business concerns are encouraged to respond to this RFP.

# LAKELAND HOUSING AUTHORITY

## DEVELOPMENT CONSULTING SERVICES REQUEST FOR PROPOSALS RFP25001

### 1. ADMINISTRATIVE BACKGROUND

The LHA is a public body corporate and politic established in 1939 under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. The LHA and its affiliate provide low-income housing assistance mainly to the residents of Lakeland, Florida. A seven-member Board of Commissioners appointed by the Mayor of the City of Lakeland governs it. The LHA and its affiliates currently owns and, with the assistance of *West Lake Management, LLC*, manages federally assisted housing rental properties that include a mix of public housing; tax credit; public housing/tax credit (mixed finance); and Section 8 Project based/tax credit affordable rental units, all of which are located in Polk County, Florida, most of which are located within the city of Lakeland. A majority of the LHA's revenue is received through the U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Labor (DOL).

The mission of the LHA is to provide quality, affordable housing and self-sufficiency opportunities in an effective and professional manner.

### 2. SCOPE OF SERVICES

This Request for Proposals (RFP) is seeking for qualified professionals to provide an indefinite delivery, indefinite quantity ("IDIQ") of various **Development Consulting Services**. Proposals from respondents may contemplate providing these services to LHA as individuals, firms, or teams. Specifically, LHA intends to establish a pool of two (2) or more qualified professionals as **Development Consultants** to serve in a full-service capacity for the purposes of advising LHA, its instrumentalities, and/or affiliates, as-needed, on all development matters and programs of work involving public and/or affordable housing assets that will be disposed of or redeveloped as part of its Five (5) Year Agency and/or Strategic Plan. Development Consultant(s) selected for the IDIQ pool will report to and be a direct advisor to the Executive Director and/or his designee. The initial statement of work will involve reviewing LHA's housing portfolio, 5-Year Agency, and Strategic Plan to determine which types of initiatives should be implemented to further LHA's mission. Development Consultant(s) will also work closing with LHA's third-party financial advisors to ensure that short- and long-term development plans are feasible as it relates to its sources of revenue and existing financial obligations. Development Consultant(s) may also be requested to provide staff augmentation services, as necessary, to ensure that development initiatives are completed timely.

The response should include evidence of the respondent's qualifications and previous experience relative to the provision of such services. Respondents shall certify their ability to start work immediately and should provide a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based. The response should include a Project Team Organization Chart and resumes of key personnel who will constitute the lead consultant under this RFP. Respondents are required to indicate the estimated percentage of time to be devoted to this project for each identified individual and the staff member's role in the respondent's organization.

The selected Development Consultant(s) will be responsible for providing certain financial and development advisory services with respect to the acquisition, financing, construction, and/or rehabilitation of selected LHA or LPHC-owned property(ies) while working with the LHA to prepare a final master plan for the redevelopment of LHA or LPHC-owned sites and surrounding neighborhoods in consultation with and subject to the approval of LHA, community residents, and other key stakeholders. The selected Development Consultant(s) will also be required to work cooperatively with the LHA towards implementation of the revitalization effort, as outlined in the approved Master Plan, and in accordance with the schedule as approved by LHA. The services will be contracted as individual task orders issued against the main contract and will include specific scopes of work.

The LHA or its affiliates will serve as the developer for all and any new development. However, Development Consultant(s) may be issued task orders to provide development consulting services for its projects that have co-developers. Note that LHA, its instrumentalities, and/or affiliates intend to submit financing applications for the U.S. Department of Housing and Urban Development's (HUD) Choice Neighborhood Initiative (CNI) Program and with Florida Housing Finance Corporation (FHFC) for low-income housing tax credits. The selected Development Consultant(s) are expected to take the lead in preparing the financing applications for the LHA, as well as, to work closely with the City of Lakeland and other key stakeholders. As it relates to projects where LHA has a codeveloper, the Development Consultant(s) may assist LHA and its development partner with the applications.

### **THE DEVELOPMENT CONSULTANT'S ROLE**

The selected Development Consultant(s) may provide staff augmentation services to LHA, its instrumentalities, and/or affiliates successful respondents may be issued task orders to provide the following services:

- Providing certain financial and development advisory services in relation to the acquisition, financing, construction and/or rehabilitation of LHA or LPHC-owned property(ies).
- Assisting LHA with developing and maintaining a working partnership with the residents and other stakeholders to promote the community vision and comprehensive master plan.
- Assisting LHA with developing and maintaining linkages between the new development and the surrounding neighborhood.
- Preparation of a Development Strategy or Master Plan that shall include:
  - (1) a time table with milestones for completion
  - (2) a study sufficient to identify the need to build additional housing units, and if so, determining the: type (elderly, assisted living, mixed income, etc.) and number of housing units, location of the required housing units, and the proposed construction schedule for the housing units
  - (3) a list of all known available funding sources for each proposed action including traditional and alternative financing options
  - (4) a management plan
  - (5) considerations and certifications as may be required to obtain city, state, federal, or HUD approvals necessary to initiate any proposed projects
  - (6) a plan and recommendation for public relations that is designed to assure resident, community, and local government support for any development, as well as, to make provisions for communication with the local HUD office and other key affordable housing program administrators
  - (7) a review of local housing inventory to determine and make recommendations for any potential acquisitions of existing single family or multi-family housing within the respective development areas.
- Collaborating with an architect on understanding and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the sites at each phase of development.
- Collaborating with an architect on a plan that includes street layout and common area facilities based on the Master Plan.

- Collaborating with the LHA to develop detailed development and operating budgets. The selected Development Consultant will be required to expand and update the budgets throughout the development process.
- Collaborating with the LHA to develop a construction strategy and development implementation schedule.
- Collaborating with the LHA to design and construct all necessary and appropriate infrastructure and site improvements.
- Providing genuine training and employment opportunities to Section 3 individuals.
- Developing a plan for participation by D/M/WBE and Section 3 business concerns throughout the development.
- Overseeing development of a market study for each phase of development as required.
- Providing regular monthly reports to the LHA on the progress of the development efforts including work-completed, associated costs, schedule and budgetary requirements.
- Collaborating with the LHA and its legal team to create an ownership structure for the development which shall include an affiliate of the LHA as a general partner.
- Overseeing the procurement of the construction contractor.
- Obtaining or assisting with obtaining financing through the use of Low-Income Housing Tax Credits (LIHTC), State Housing Initiatives Partnership (SHIP) funds, State Apartment Incentive Loan (SAIL) funds, Community Development Block Grant (CDBG) funds, Choice Neighborhood Initiatives (CNI), and other public or private funding opportunities to develop the property.
- Assisting the LHA with the submittal of an application for a CNI Planning Grant.
- Assisting the LHA in obtaining all required building permits and zoning approvals.
- Assisting the management (West Lake Management) company in developing marketing and lease-up plan.

- Overseeing and otherwise assisting with asset management functions as required through lease-up and conversion to permanent financing.

The respondent should indicate its approach to the division of work and responsibility between it and the LHA. In its response, each respondent must demonstrate the following:

- a. Experience in the development/revitalization of neighborhoods;
- b. Experience with Florida Housing Finance Corporation (FHFC) funding applications;
- c. Experience in the development, construction, and operation of a housing development as well as with Preservation and Redevelopment as it is defined by FHFC;
- d. Expertise in housing developments that incorporates low income housing tax credit and affordable housing financing including project-based vouchers;
- e. Expertise in regulatory compliance issues;
- f. Expertise in Section 3, WBE, Small Disadvantaged Business, and MBE compliance;
- g. Expertise with municipal and county government authorities which regulate the permits and utilities necessary for the development

The response shall include a description of the Offeror's knowledge of real estate financing and mixed finance development methods and sources including identification of all successful financing secured from competitive application processes for residential development projects over the past five years-- particularly within the state of Florida, if any.

The response should provide five (5) corporate references for development projects during the last five years that include: one (1) community partner reference, one (1) housing authority references (at least one (1) located in the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference. The Respondent should use the *References* spreadsheet attached to this RFP to submit of this information.

### 3. SUBMISSION REQUIREMENTS

Each respondent must develop its submission to meet the specific requirements of item **2. Scope of Services** of this RFP. Each response must be in the format described in item **8. Submittal Format** of this RFP. The **Development Consultant RFP Checklist** (Exhibit A) attached to this RFP is a mandatory submission requirement.

**Submittals that do not include all requested information may be deemed unresponsive and may be disqualified.**

#### **4. COMMUNICATION**

In order to maintain a fair and impartial competitive process, the LHA shall avoid private communication concerning this procurement with prospective offerors during the entire procurement process. Please respect this policy and do not attempt to query LHA personnel regarding this RFP.

*Ex parte* communication regarding this solicitation is prohibited between a potential or current respondent and any LHA or *Lakeland-Polk Housing Corporation* ("LPHC") Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. Respondents contacting any LHA or LPHC Board of Commissioners member, LHA or West Lake Management employee, or proposal evaluator regarding this solicitation risk elimination of their proposals from consideration. Correspondence with the LHA's Capital Fund and Procurement Manager, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this project provided by any LHA or LPHC Board of Commissioners member, other LHA or West Lake Management employee, or agent to a prospective offeror shall not bind the LHA or West Lake Management.

#### **5. MODIFICATION OF SOLICITATION**

All questions relevant to this procurement may be sent to the following email address, [Leyer@lakelandhousing.org](mailto:Leyer@lakelandhousing.org) up to **9:00 a.m., EST February 18, 2025**. Receipt of request will be acknowledged. Prior to **5:00 p.m. EST, February 19, 2025**, the responses to the submitted questions will be sent by email to all potential respondents who received the RFP directly from LHA. It is the potential respondent's responsibility to check his/her email for any additional information concerning this solicitation. The LHA reserves the right to modify this RFP as deemed necessary by the LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m., EST, on February 19, 2025**, to all potential offerors who received this RFP directly from the LHA.

The LHA also reserves the right: to increase or delete any scheduled items; to award portions of this RFP; to waive informalities and technicalities; to make no award; to terminate this RFP solicitation at any time; and to make awards consistent with LHA's policies and the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or State of Florida programs.



The Respondent shall acknowledge (in Exhibit A) its response to this RFP receipt of any amendment(s) or modifications. The Respondent's failure to acknowledge an amendment or modification may result in rejection of the offer.

## 6. SUBMITTALS ARE PUBLIC RECORD

After the award of an agreement resulting from this RFP, all information submitted by the offerors shall be public record and subject to disclosure pursuant to the Florida Public Records law. An offeror shall not copyright or cause to be copyrighted any portion of any said document submitted to the LHA as a result of this RFP.

## 7. SUBMITTAL FORMAT

**Submittal Format:** Submittals should be provided in the following format securely bound:

*Letter of Transmittal:*

Include a letter of transmittal on the Offeror's stationery bearing the signature of an authorized representative of the offeror and the name(s) of the individual(s) authorized to negotiate services and costs with the LHA. The letter should state the Offeror's understanding of the work to be done, the commitment to perform the work expeditiously, a brief statement indicating why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the response is firm and irrevocable for, at least, ninety (90) days. The letter shall contain a statement of the veracity of the offeror's submittal and it shall be notarized.

*Tab 1—Previous Affordable Housing Development Experience:*

Demonstrate the Offeror's experience in developing, providing staff augmentation and/or consulting services related to development/revitalization of neighborhood projects similar in scope and complexity as described in *item 2. Scope of Services* of this RFP within the last five years by providing information on residential development projects in which the Offeror has participated. Focus on the four (4) most recent projects, particularly affordable housing partnerships with public housing authorities within the State of Florida for which the Offeror was procured for the development project. The information should list the: project name; location; project size; project completion date or current status; funding sources/financing structure and amounts; ownership type; public programs utilized; income level served (very low, low, moderate, market rate and/or mixed); type of development (high, mid or low-rise, walk-ups, townhouses, etc.); extent of community and/or resident participation; and total development cost. Include a contact name at each housing authority or other owner/entity and the contact's phone number and e-mail address. Also indicate the size of its firm. The firm size should be stated in the average volume of work per year for the last five (5) years. The size categories are *Small Firm* (up to \$10 million per year), *Medium Firm* (\$10-20 million per year), and *Large Firm* (\$20 million-plus per year). (*Note In its sole discretion, LHA reserves the*

*right to group and then evaluate the submitted responses by the three sizes of firms listed above. For example, the response of a Medium-size firm may be grouped into the Medium-sized category. In that case, the Medium-size firm will only have its response evaluated along with the responses of other Medium-sized firms.)*

*Tab 2—Financing Experience:*

Describe new and innovative financing techniques for raising capital that the Offeror has employed on previous projects during the last five years—especially in the state of Florida—from sources such as Low Income Housing Tax Credits (LIHTC), State Housing Initiatives Partnership (SHIP) funds, State Apartment Incentive Loan (SAIL) funds, Community Development Block Grant (CDBG) funds, Choice Neighborhood Initiatives (CNI), and other public or private funding opportunities to develop the property. Describe the Offeror’s experience with applying for a CNI Planning Grant. Describe the Offeror’s experience in obtaining funding from FHFC especially with FHFC’s “Preservation and Redevelopment” concepts. Demonstrate that the Offeror possesses an understanding of state and local requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed. Describe how each project was kept within budget and on schedule. Describe any impediments that occurred, and they were handled.

*Tab 3—Green Building Experience:*

Provide information on all *green* building development projects in which the Offeror has participated in the last five years. An important goal of the LHA is to develop an environmentally responsible development that can serve as a model for residential construction in Polk County and the State of Florida. LHA intends to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling, and the quality of the indoor environment. The LHA will require that such strategies be fully explored in the development of the site.

*Tab 4--Staff Experience and Organization:*

Provide an organization chart that provides a detailed description of the organization structure and staffing. Provide a staffing plan for this project that specifies staff’s roles, existing time commitments, and previous development experience. Indicate whether any of the staff will be locally based. Identify the individual that will serve as the project manager and who will direct and coordinate the project to completion. Provide resumes of all key personnel that will be assigned to work with the LHA. Indicate the estimated percentage of time to be devoted to this project for each identified individual and their role in the respondent’s organization.

*Tab 5—Capacity:*

The Offeror shall certify that if selected as the Development Consultant that it and all its team members are available to start immediately. Please provide a realistic timeline identifying when significant project benchmarks will be attained. The Offeror should describe any existing time constraints of the proposed team

members or their proposed staff which would impair the Offeror's ability to proceed expeditiously.

*Tab 6—General Information:*

Discuss the Offeror's experience with developing and maintaining linkages with the residents, the surrounding neighborhoods, and other stakeholders to promote the community vision and the comprehensive master plan. Discuss the Offeror's methodology used to develop: a master plan; detailed development and operating budgets; construction and development implementation schedule; the procurement of a construction contractor; a market study for each phase of the development. Discuss the Offeror's methodology to assist the management company in developing a marketing and lease-up plan and to assist with asset management functions through lease-up and conversion to permanent financing. Describe the Offeror's expertise in regulatory compliance issues and other aspects when dealing with municipal and county government and agencies.

Complete and submit the attached *Proposer/Development Consultant Profile Form* (Exhibit D).

*Tab 7—Utilization of Small Disadvantaged Businesses (SDB), Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Section 3 Business*

Based on the requirements set forth in this RFP, describe the Offeror's approach and process to promote SDB, MBE, WBE, and Section 3 business concerns' participation in the development effort. Also, describe some of the Offeror's successful past efforts to provide genuine training and employment to Section 3 individuals.

*Tab 8--Submission of Required Documents*

*Insurance:*

The Offeror must provide proof of the following minimum insurance coverages or include a plan to acquire such coverages prior to the execution of a contract with the LHA. Please note any additional premiums required for these coverages will be at the expense of the Offeror.

- Professional Liability insurance in the amount of \$1,000,000 per occurrence for the Development Consultant and any other professionals used by the Development Consultant with respect to negligent acts or errors and omissions in connection with professional services to be provided for the development project.
- General Liability insurance and Automotive Liability insurance in the amount of \$1,000,000 per occurrence. (Note: Prior to entering an agreement with the LHA, the successful Offeror will be required to have the Lakeland Housing Authority, the Lakeland-Polk Housing Corporation, Polk County Housing Developers, Inc. and West Lake Management named as an "additional insured" on each policy.)
- Workers' compensation coverage of, at least, the State of Florida minimum for all staff who will be employed on the project.

(Note: The successful Offeror shall maintain each of the above insurances in force during the term of the contract.)

*Other Documents:*

Complete and provide the following documents which are attached to this RFP:

- HUD Form 5369-C
- HUD Form 50070
- Section 3 Business Form
- Non-Collusion Certification
- Public Entity Crime Statement

*Tab 9—References:*

For projects within the last five years, provide the name, email address, and telephone number of: two (2) community partner references, one (1) housing authority reference (at least, one (1) located in the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference. References must verify Development Consultant’s representations. Please use the **References** form (Exhibit E) to provide the information. Note: The LHA reserves the right to check other reference sources as well.

*Tab 10 – Fee Schedule:*

- Provide a detailed fee schedule which includes information on: hourly rates, travel costs, per diem, fees, and other miscellaneous cost factors. *(Note: All pricing and proposed services are subject to later negotiation.)*

**Submittals that do not include all required information requested above may be deemed unresponsive and may be disqualified.**

**8. SUBMITTAL DUE DATE**

An original—designated as the “original” and signed in blue ink--and four (4) copies of the submittal are to be delivered to the LHA on or before **2:00 P.M., Eastern Time, on March 4, 2025**. No submittal to this RFP will be accepted after this specified time.

**9. SUBMISSION OF OFFERS**

- a. All submittals transmitted by mail or hand-delivered shall be in sealed packages and addressed to:

**Lori Halula-Eyer  
Re: Development Consulting Services RFP  
430 Hartsell Avenue  
Lakeland, Florida 33815**

Submittals transmitted by facsimile or electronic mail will not be accepted.

- b. All submittals and accompanying material will become the property of the LHA and will not be returned to the offeror.

## 10. CLARIFICATION OF RESPONSES

The LHA reserves the right to obtain clarification of any point in an offeror's submittal or to obtain additional information necessary to properly evaluate a particular submittal. Failure of an offeror to respond to such a request for additional information or clarification could result in rejection of that offeror's response.

## 11. SCORING/AWARD EVALUATION CRITERIA

An evaluation committee shall evaluate and score each submittal using the method described in this RFP. The evaluation committee shall evaluate each submittal for factors such as: the ability of professional personnel; past performance; recent, current, and projected workload of the firm; and other factors that address the anticipated needs and requirements of the LHA. The LHA may conduct discussions with and may require public presentations by firms regarding their qualifications, approaches to various types of projects, and their ability to furnish the required services. A contract will be awarded to the respondent(s) whose submittal best meets the above qualifications as well as the needs and requirements of the LHA. The LHA reserves the right to reject any or all submittals or to award one or more contracts or no contract.

- a. The evaluation criteria to be used in reviewing submittals and their respective weights are as follows:
  - Letter of Transmittal-- Failure to submit this document could render the Offeror's submittal as *non-responsive*, and therefore, it may not receive consideration.
  - Offeror's experience as described in the response to this RFP and evidence of ability to perform the work— *up to 30 points*
  - Experience and qualifications of key staff, location of staff, including the firm's capacity as it relates to size and available resources to complete the development --*up to 25 points*
  - Offeror's current and anticipated workload along with firm's approach and ability to meet the LHA's deadlines— *up to 10 points*
  - Evidence of the Offeror's past performance on similar projects and substantial success of completed mixed finance/mixed income developments and references— *up to 20 points*

Evidence of the Offeror's demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, State of Florida, County

of Polk, City of Lakeland, and any other agencies having authority— *up to 5 points*

- Ability of the Offeror to successfully meet the requirements of 24 CFR 135 pertaining to Economic Opportunities for Section 3 Residents and Section 3 Business Concerns. Status of the Offeror as a SDB, MBE, WBE or Section 3 Business Concern or a statement of a Section 3 Plan with respect to this development project— *up to 5 points*
- *Fee Schedule* as requested in “Tab 10”.
- *Submission of Required Documents* as requested in “Tab 9” — failure to provide these documents may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.

**Total Possible Points— 100 Points**

- b. The LHA reserves the right to waive any minor irregularities or technicalities in the submittals received.

**12. SMALL DISADVANTAGED BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES**

The LHA strongly encourages the participation of Small Disadvantaged Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of HUD Form 5369-C—Exhibit G), and Section 3 business concerns, and/or Section 3-qualified businesses (please see the Section 3 Clause—Exhibit I—and the Section 3 Business Form Exhibit J) in this and all the LHA projects, programs, and services.

**13. NEGOTIATIONS AND AWARD**

Negotiations may be conducted with respondents determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, and other factors considered to be most advantageous to the LHA. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revisions of submittals—to assure full understanding of and conformance to the services requested by the LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. The LHA reserves the right to request additional information concerning any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

**14. DISPUTES**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the RFP, the decision of the LHA shall be final and binding upon all parties.

**15. ASSIGNMENT**

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the successful offeror(s) without the express written consent of the LHA.

**16. MANDATORY CONTRACT PROVISIONS AND CLAUSES**

At a minimum, each contract awarded under this RFP will require compliance with the following HUD forms: *5369-B, 5369-C, 51915, and Table 5.1*—copies are attached to this RFP--as well as applicable portions of *LHA's Section 3 and Minority and Woman Business Enterprise* Policy which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.

## **SPECIAL CONDITIONS**

By submitting a response to this RFP, the Offeror acknowledges and agrees that it is familiar with, or will become familiar with, the following documents and regulations as required (documents are not provided herein by the LHA):

1. 4 CFR Part 8—Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development
2. Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there- under
3. 24 CFR Part 135, employment opportunities for Section 3 business concerns and low-income persons
4. The HUD Procurement Handbook (7460.8)
5. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. Florida Housing Finance Corporation requirements
7. Federal Home Loan Bank and Affordable Housing (FHFC) Program guidelines
8. 24 CFR 968 (Public Housing Modernization regulations)
9. 24 CFR 941 (Mixed-finance development regulations)
10. The HUD Mixed-Finance Guidebook, December 12, 1998
11. The Quality Housing and Work Responsibility Act of 1998
12. Low Income Housing Tax Credit program (IRS)
13. State of Florida low income housing assistance programs for rental and home ownership units
14. U.S. Department of Housing and Urban Development Choice Neighborhood Initiative



**ATTACHED FORMS**



# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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:

---

# Certification for a Drug-Free Workplace

## U.S. Department of Housing and Urban Development

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

---

Applicant Name

---

Program/Activity Receiving Federal Grant Funding

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Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

---

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

---

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Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature  X	Date

form **HUD-50070** (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

<b>The Housing Authority of the City of Lakeland</b>	<b>SECTION 3 BUSINESS FORM</b>
Business Name:	Employer (IRS) No:
Address:	Type of Business:   o Minority-Owned Business o Woman-Owned Business
<p><b>THE BUSINESS REPRESENTS AND CERTIFIES THAT IT IS</b> <i>(Please check one of the following two choices/.</i></p> <p><input type="radio"/> <b>A SECTION 3 QUALIFIED BUSINESS</b> since  <i>(Please check all of the following that apply to your business.)</i>  51% or more is owned by Section 3 qualified residents.*  at least, 30% of its permanent full-time employees are current Section 3 qualified residents* or were Section 3 qualified residents within 3 years of the date of first employment with the business.  it provided written evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.</p> <p style="text-align: center;"><i>QB</i></p> <p><input type="radio"/> <b>NOT A SECTION 3 QUALIFIED BUSINESS</b>, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.</p>	

A Section 3 qualified resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits:

FY 2024 Income Limit Area: Lakeland-Winter Haven, FL. MSA

Persons in Household:	1	2	3	4	5	6	7	8
Very Low-Income:	\$26,750	\$30,600	\$34,400	\$38,200	\$41,300	\$44,350	\$47,400	\$50,450
Extremely Low-Income	\$21,400	\$24,480	\$27,520	\$30,560	\$33,040	\$35,480	\$37,920	\$40,360
Low Income	\$42,800	\$48,960	\$55,040	\$61,120	\$66,080	\$70,960	\$75,840	\$80,720

	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.	
Date	Printed Name of Authorized Official	Signature

**NON-COLLUSION CERTIFICATION  
DEVELOPMENT CONSULTING SERVICES  
RFP25001**

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal is made without collusion or fraud with any other person, firm, or corporation making a proposal for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of the City of Lakeland is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal is, in all respects, fair and without collusion or fraud.

Name of Entity: \_\_\_\_\_

Authorized Signature/Date: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Corporate Seal, *if appropriate*

**Note:** *Failure to complete and submit this statement as presented may result in the proposal being rejected.*



**PUBLIC ENTITY CRIMES STATEMENT  
DEVELOPMENT CONSULTING SERVICES  
RFP25001**

By signing this form, the Respondent certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 24 CFR 24; or by other federal agencies.

The Respondent also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the Respondent certifies that it acknowledges and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Name of Entity: \_\_\_\_\_

Authorized Signature/Date: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Corporate Seal, *if appropriate*

*Note: Failure to complete and submit this statement as presented may result in the contract being rejected.*

# 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:]

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

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

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**Model Form of Agreement Between  
Owner and Design Professional**

# Model Form of Agreement Between Owner and Design Professional

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

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

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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## Introduction to Agreement

### Agreement

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

---

## Article A: Services

### A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, in a detailed manner, include all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquiries
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost



A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report  weekly,  semi monthly,  monthly, or  \_\_\_\_\_ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within \_\_\_\_\_ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

#### A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

### Article B: Compensation and Payment B.

#### 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

### B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

### B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

### B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

## Article C: Responsibilities

### C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf)).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

**Article E: Additional Requirements**

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

#### **Article F: Other Owner Requirements (if any)**

(Continue on additional pages as necessary)

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This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

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Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_ between the Owner \_\_\_\_\_ and Design Professional \_\_\_\_\_ on Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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



## **TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER - THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **2 CFR 200 and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA\* and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**SECTION 3 AND MINORITY AND BUSINESS ENTERPRISES POLICY**

HOUSING AUTHORITY OF THE CITY OF LAKE LAND

SECTION 3

AND

MINORITY AND WOMEN BUSINESS ENTERPRISES

POLICY

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## **Part I: Policy, Purpose, and Definitions**

### **A. Introduction and Summary**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), is a legislative directive for providing preference for low- and very low-income residents of the local community and those businesses which employ these persons, and for new employment, training and contracting opportunities with projects sponsored or funded by the U.S. Department of Housing and Urban Development. For purposes of complying with the Section 3 legislative directive, the Housing Authority of the City of Lakeland (LHA) has established a policy whereby any contractor that transacts business with LHA must meet the requirements of LHA's Section 3 and Minority and Women Business Enterprise (M/WBE) policy as outlined in this document.

This Section 3 and M/WBE policy applies to all contracts with a dollar value of \$100,000 or more. In that regard, contractors having contracts awarded by LHA shall:

- 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and
- 2) provide Section 3 business concerns, minority and women business enterprises with the maximum opportunity to participate in the performance of contracts.

LHA will make a good faith effort to assist with the recruitment of as many Section 3 eligible residents and business concerns as possible for employment and/or instructional/training positions and contract opportunities, in an effort to provide economic opportunities for local residents and business concerns.

This policy also serves to fulfill two objectives of LHA:

- 1) outline the Section 3 and M/WBE policy and program compliance measures of LHA and
- 2) provide program definitions, requirements, required forms, information on program assistance provided by LHA, and other information related to LHA's employment, training and contracting policy.

This Section 3 and M/WBE policy replaces all previous policies and is effective as of the LHA Board of Commissioners approval date.

### **B. Purpose of Section 3**

The Section 3 legislation was designed to encourage recipients of funding from the U.S. Department of Housing and Urban Development to direct new employment and contracting opportunities to low- and very low-income residents, and the businesses that employ these persons, within their communities regardless of race and/or gender.

The desired result of the Section 3 legislation and this Section 3 and M/WBE policy is to have a positive impact on current unemployment and/or underemployment rates; increase economic opportunities of business concerns; and promote economic recovery in the local community.

Section 3 is a starting point to obtain job training, employment and contracting opportunities for individuals and small businesses in order to help them achieve economic advancement and self-sufficiency. Its most obvious benefit is to increase the incomes of low- and very low-income persons by making more employment and job training opportunities available to them. By helping members of low- and very low-income households improve their skills, they become more employable. When low- and very low-income persons obtain jobs through Section 3, their earnings may increase and some families may move above poverty thresholds. This method of job creation results in lower unemployment rates and less reliance on public services.

By providing job training opportunities, Section 3 can also enhance long-term employment prospects of low- and very low-income persons. Individuals that receive training about acceptable job behavior and work performance are more likely to maintain their employment.

### **C. Definitions**

**Section 3 funding thresholds:** the minimum dollar amounts that trigger Section 3 requirements. The requirements of Section 3 apply to LHA and contractors doing business with LHA in the following manner:

All contractors (or subcontractors) receiving contracts valued at \$100,000 or more to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

There are no thresholds for Public Housing Authorities (PHA). The requirements of Section 3 apply to all PHAs regardless of the amount of assistance received from the U.S. Department of Housing and Urban Development.

All contracts or subcontracts funded with Public and Indian Housing assistance, regardless of the dollar amount or type of contract, are subject to the requirements of Section 3.

**Section 3 project:** a project that involves the new construction or rehabilitation of affordable housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

**Section 3 Residents:** may consist of the following groups:

1. Residents of Public and Indian Housing; or
2. Individuals who reside in the metropolitan area or non-metropolitan county where Section 3 covered assistance is expended and whose total household income is within the area's median income limits for low- and very low-income households as defined by the U.S. Department of Housing and Urban Development.

In accordance with the regulation, residents seeking Section 3 preference shall certify or submit evidence to the contractor or subcontractor verifying that they meet one of the definitions provided above. Examples of documentation include: proof of residency in a public housing community, proof of federal subsidy for housing, food stamps and/or unemployment benefits.

**Note:** LHA has elected to categorize Section 3 residents into four categories. The categories are:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

**Section 3 Business Concerns** are:

- 1) Businesses that are 51% or more owned by Section 3 residents; or
- 2) Businesses whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 Residents; or
- 3) Businesses that provide evidence of a commitment to subcontract 25% or more of all subcontract amounts to businesses that meet the qualifications listed in 1 and 2 above.

In accordance with the regulation, business owners seeking Section 3 preference shall certify or submit evidence to the contractor, subcontractor, or LHA verifying that they meet the definitions provided above. Examples of appropriate documentation include payroll data or other relevant business information.

**Section 3 economic opportunities:** are new employment, training or contracting opportunities resulting from the new project that is receiving direct or indirect funding from HUD.

- 1) **New Employment** - any new position created to complete the work required by the new project.
- 2) **New Contracting** - any new contracting opportunity created to complete the work required by the new project.
- 3) **New Training-** any new training opportunity created as a result of the new project.

Any employment resulting from these expenditures, including administration, management, clerical support, and construction is subject to compliance with Section 3. Examples of employment opportunities include appliance repair, bookkeeping, printing, bricklaying, carpentry, carpet installation, cement/masonry, data processing, demolition, drywall, electrical, fencing, surveying, heating, janitorial, landscaping, machine operation, manufacturing, painting, tile work, accounting, payroll, photography, plastering, plumbing, transportation, welding, word processing, etc.

**Section 3 Priority:** For Training and Employment, the following persons receive priority under Section 3:

!)Persons in public and assisted housing; or

- 2) Persons residing in the area where the U.S. Department of Housing and Urban Development financial assistance is being spent; or
- 3) Participants in LHA/HUD Youthbuild programs; or
- 4) Homeless persons.

For Contracts, the following businesses receive priority under Section 3.

- 1) Businesses that meet the definition of a Section 3 business concern.

**New Hire:** a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance. For Section 3 projects, contractors must, to the greatest extent feasible, ensure that at least 30% of new hires are Section 3 residents.

**Contractor:** Any business or entity that contracts with LHA for the performance of work generated by the expenditure of Section 3 covered assistance or performing work in connection with a Section 3 covered project.

**Subcontractor:** Any business or entity (other than a person that is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

**Core Employee:** Any person(s) listed and verified as employed with the contractor or company prior to the execution date of the contract with LHA.

**Minority Business Enterprise (MBE):** A business enterprise that is 51% or more owned, controlled and actively operated by one or more persons who are defined as a minority or classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

**Women Business Enterprise (WBE):** A business enterprise that is 51% or more owned, controlled and actively operated by one or more women.

**Low Income:** The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals.

- 1) **Low Income** - total household income at 80% or below the median income of that area.
- 2) **Very Low Income** - total household income at 50% or below the median income of that area.

**Section 3 service area:** the geographical area where the persons benefiting from the Section 3 covered project resides. The Section 3 service area shall not extend beyond Polk County, Florida.

**Metropolitan Area:** a metropolitan statistical area (MSA).

**Non-metropolitan County:** any county outside of a metropolitan area.



## **Part II. Section 3 Policy Statement**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), requires the LHA to ensure that employment, economic and business opportunities generated by financial assistance received from the U.S. Department of Housing and Urban Development are directed to public housing residents and other low income persons, particularly recipients of government housing assistance and small business concerns that provide economic opportunities for low and very low income persons.

By Resolution 12-1341, approved by the LHA Board of Commissioners, LHA hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development or LHA funding shall take all necessary and reasonable steps to provide meaningful, full-time employment and training opportunities for Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide contracting opportunities for Section 3 business concerns.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of a Section 3 Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of the Section 3 legislation and this policy.

LHA, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. **LHA's Section 3 requirements are:**

**1) thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers;**

**2) ten percent (10%) of the value of the contract for construction work shall be awarded to Section 3 eligible business concerns; and**

**3) three percent (3%) of the value of the contract for non-construction work shall be awarded to Section 3 eligible business concerns.**

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

**Section 3 Hiring Preferences:** Contractors shall adhere to the following order of priority for employment purposes:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

**Section 3 Contracting Preferences:** Contractors and any tier subcontractors shall direct 10% of the dollar value of the contract to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

Category 1: Business concerns that are 51% or more owned by Section 3 residents of the LHA housing property for which the Section 3 covered assistance is expended.

Category 2: Business concerns that are 51% or more owned by Section 3 residents of another LHA housing property.

Category 3: Business concerns whose permanent full-time workforce includes persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 residents.

Category 4: Business concerns that provide evidence of a commitment to subcontract 25% or more of all subcontracts to businesses that meet the qualifications listed in 1, 2 or 3 above.

Section 3 business concerns seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

**Incorporating Section 3 clauses into covered solicitations and contracts**

The Housing and Urban Development Act of 1968 provides language about the Section 3 requirement that must be included in all contracts issued for HUD funded activities. This mandatory Section 3 contract clause can be found at 24 CFR Part 135.38. Covered contracts described at 24 CFR Part 135.3(a) include developments, operating and modernization assistance. A copy of the mandatory language is provided in the Appendix C.

Contractors must incorporate and enforce the provision of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts with a dollar value less than \$100,000 or contracts for the purchase of supplies and materials unless the contract for materials includes installation.

**Part III. Minority and Women Business Enterprises Policy Statement**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and LHA Board of Commissioners Resolution 12-1341, LHA hereby modifies the numerical requirements relative to contracting with M/WBE and reaffirms its commitment of ensuring that all contractors and any tier

subcontractors that are awarded a contract with a dollar value of \$100,000 or more for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide M/WBEs with the maximum opportunity to participate in the performance of contracts awarded by LHA.

**LHA's M/WBE requirement is:**

- 1) thirty percent (30%) of the dollar value of the contract will be awarded to MBEs and**
- 2) five percent (5%) of the dollar value of the contract will be awarded to WBEs.**

This policy is written to comply with the legislative requirements and the LHA Board of Commissioners resolution with the intent of obtaining a reasonable level of success in the utilization of eligible businesses by contractors performing work with LHA under contracts partially or wholly funded with U.S. Department of Housing and Urban Development funds. LHA shall review and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of evidence and certification that the respondent will comply with the requirements of this policy.

Contractors must incorporate and enforce the provision of the M/WBE policy and numerical requirements in any and all tier subcontracts. Requirements relative to contracting with M/WBEs shall not apply to contracts with a dollar value less than \$100,000 or contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc., or when the sole source or specified items are not available from M/WBEs.

**Part IV. Contractor Responsibilities**

**A. General Statement of Contractor Responsibilities**

Each contractor entering into a contractual agreement with the LHA is required to comply with the requirements of Section 3 for **job** employment, training or contracting opportunities resulting from the expenditure of covered funding. The responsibility includes the following:

- 1) Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by the LHA project;
- 2) Notifying potential subcontractors working on the LHA project of their respective responsibilities;
- 3) Incorporating the Section 3 clause into all subcontracts;
- 4) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;

- 5) Assisting and actively cooperating with LHA in making subcontractors comply;
- 6) Refraining from entering into contracts with subcontractors that are in violation of Section 3 regulations;
- 7) Documenting actions taken to comply with the Section 3 regulation; and
- 8) Submitting Section 3 reports in accordance with LHA contractual requirements.

LHA will:

- 1) Inform contractors of the requirements of the Section 3 regulation;
- 2) Assist contractors and their subcontractors with achieving compliance;
- 3) Monitor contractor's performance with respect to meeting the requirements of Section 3; and
- 4) Report to the U.S. Department of Housing and Urban Development on the cumulative Section 3 activities taking place within our jurisdiction on an annual basis.

#### **B. Notification to Section 3 Residents and Business Concerns of Opportunities**

If a contractor or subcontractor has the need to hire new persons to complete the Section 3 covered work or needs to subcontract portions of the work to another business, they are required to direct the newly created employment and/or business opportunity to Section 3 residents and business concerns. This objective can be achieved by implementing procedures to notify Section 3 residents and business concerns of the opportunities. In other words, the contractor or subcontractor must develop ways to inform and recruit Section 3 residents and business concerns.

Contractor or subcontractors may inform Section 3 residents and business concerns about available training and job opportunities by:

1. Partnering or entering into contacting agreements with public housing resident organizations (such as Lakeland Housing Authority Resident Advisory Association), local community development and employment agencies (such as Polk Works);
2. Distributing flyers in the neighborhood surrounding the project;
3. Posting signs in strategic locations in neighborhoods where Section 3 residents and business concerns reside; and
4. Placing ads in local newspapers.

All of the above options are examples of procedures contractors and subcontractors may utilize to notify Section 3 residents and business concerns of employment, training or contracting opportunities. More examples of outreach efforts are provided below and in Appendices A and B.

#### **C. Recruiting Section 3 Residents and Business Concerns**

Contractors or businesses can recruit Section 3 residents and business concerns in the following locations:

- 1) LHA public housing developments and
- 2) The neighborhoods surrounding the project site.

Contractors or businesses may inform residents and business concerns about available training and job opportunities by:

- 1) Contacting LHA resident organizations, Polk Works, and other local community development and employment agencies;
- 2) Distributing flyers;
- 3) Posting signs; and
- 4) Placing ads in local newspapers.

#### **D. Notifying Potential Subcontractors of Contractual Responsibilities**

All contractors are required to ensure their own compliance **and** the compliance of their subcontractors with the Section 3 regulations, as outlined at 24 CFR Part 135.32. Contractors can notify their subcontractors of their respective responsibilities for compliance with the requirements of the Section 3 regulation by the inclusion of the mandatory Section 3 language in each subcontract for work on a Section 3 covered project. The mandatory Section 3 language advises the subcontractor that if they have the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns, if at all possible. The same numerical goals, i.e., 30% of new hires, 10% of construction contracts, and 3% of non-construction contracts, apply to all subcontractors.

In addition, the subcontractor must notify the contractor about their efforts to comply with Section 3 and submit any required documentation. The documentation required includes details regarding the subcontractors efforts to recruit Section 3 residents and/or business concerns, if they fail to meet their contract goals for Section 3 compliance.

#### **E. Facilitation of Training for Eligible Residents**

All contractors and their respective subcontractors are required to comply with the requirements of Section 3 for training opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 residents about training opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide training opportunities for Section 3 residents is provided in Appendix A.

#### **F. Facilitation of Contract Awards to Section 3 Business Concerns**

All contractors and their respective subcontractors must comply with the requirements of Section 3 for contracting opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide contracting opportunities for Section 3 business concerns is provided in Appendix B.

### **G. Cooperation with LHA**

All contractors and their respective subcontractors are strongly encouraged to cooperate with the LHA. LHA is charged with ensuring compliance with the requirements of Section 3. Cooperation with LHA enhances a contractor's chances of continuing to receive contracts for future projects. Non-compliance with the requirements of Section 3 may jeopardize future contracting opportunities with LHA and other HUD sponsored projects.

### **Contractor Violation of Section 3 Regulations**

The LHA will refrain from entering into contracts with contractors or subcontractors that have a previous history of violating the regulations of Section 3. Repeated violations of the Section 3 regulation may jeopardize future contracting opportunities with LHA and other U.S. Department of Housing and Urban Development sponsored projects.

### **Monitoring and Documentation of Compliance**

All contractors shall track the Section 3 compliance efforts of their respective subcontractors. Monitoring compliance with Section 3 regulations consists of documentation of actions taken by subcontractors to achieve the goals specified in their contracts for employment, training and contracting, and the results of actions taken and any impediments encountered.

All contractors shall maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

### **Non-Compliance**

All contractors that fail to meet the numerical goals of the Section 3 program bear the burden of demonstrating why it was not possible. Contractors must submit documentation or justification that describes the efforts that were taken by the contractor and/or their respective subcontractors, barriers encountered, and other relevant information that supports a good faith effort to achieve the numerical goals. Contractors should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations. The justifications will allow LHA to make a determination regarding compliance or the failure to achieve the goals of the contractor's Section 3 plan.

### **Complaints**

There is a complaint process for contractors that are suspected of Section 3 violations. Section 3 residents, businesses, or a representative for either may file a complaint with LHA if it seems a contractor or their subcontractor is violating or not in compliance with the Section 3 requirements for a HUD funded project. Contractors are encouraged to try

and resolve complaints prior to the complaint being submitted to HUD or LHA whenever possible.

Examples of violations that will generate complaints from Section 3 residents, Section 3 business concerns or members of the general public may include but are not limited to the following:

Violation: Improper documentation of certification as a Section 3 resident.

Solution: Obtain a copy of documentation as a Section 3 resident from a local housing authority or obtain a copy of certified payroll and proof of residency.

Violation: The contractor did not properly notify Section 3 residents of a new employment opportunity.

Solution: The contractor may be required to re-advertise the employment opportunity.

Violation: The contractor did not give Section 3 business concerns enough time to properly respond to a contracting opportunity (such as a Request for Proposals for construction of stairways or installation of electrical work).

Solution: The contractor may be required to extend the time period for all businesses to respond to the Request for Proposals.

Violation: The contractor has not awarded enough contracts to Section 3 business concerns in order to meet the Section 3 goals specified in its contract.

Solution: Inform the contractor of ways to find and/or recruit Section 3 business concerns and allow for additional time for the contractor to comply with Section 3.

Solution: The contractor can use creative methods to extend contracting or subcontracting opportunities to Section 3 business concerns by breaking down a trade into individual task such as installation of screens and/or windows; installation of handicap rails, etc.

The cure period for each of the above listed sample violations will be determined at the discretion of LHA. The standard cure period is usually thirty (30) days or before LHA grants approval of the next request for payment submitted by the violating party or parties. LHA may grant more time for the cure period. LHA will review violations on an individual or "case by case" basis.

## **Part V. Data Collection and Required Reporting Forms**

### **Data Collection**

All contractors or businesses procured by the LHA shall submit written reports of their compliance efforts on a monthly basis. Some examples of monthly reporting forms include the following:

**Section 3 and MWBE Contracting Compliance Summary Reporting Form** - Provides a list of all Section 3, DBE and MWBE subcontractors and suppliers utilized on the contractor ' s contract with the LHA to date. Contractors shall provide LHA with copies of all subcontracts with a dollar value of \$100,000 or more. A copy of this report is provided in Appendix D. This form also includes instructions for completion.

Additional reports and forms contractors and subcontractors are required to provide include the following:

**Section 3 Man Hour Report Form** - Used to track the number of Section 3 residents hired by a contractor or subcontractor. The name and address of all Section 3 employees performing work during the respective payroll period must be listed on this form. This form must be signed by an authorized representative of the contractor or subcontractor. A copy of this form is provided in Appendix E. This form also includes instructions for completion.

**Section 3 and MWBE Monthly Contracting Compliance Report** - Used to track contractor and subcontractor performance with opportunities for Section 3 business concerns and MWBEs on a monthly basis. A copy of this form is provided in Appendix F. This form also includes instructions for completion.

**Sample Payroll Form WH 347** - This form is used to track payroll activity. It may be used by contractors that do not have a standard payroll form. It can be used to track payroll activity on a weekly or bi-weekly basis. The form was created by the U.S. Department of Labor (DOL). A copy of this form is provided in Appendix G.

**Contractor Monthly Report** - This report provides a written narrative of the activities engaged in or completed by the contractor. It also includes a written explanation of the contractor's outreach efforts and any obstacles incurred while trying to reach their Section 3 goals. An outline for this report is provided in Appendix H. This form also includes instructions for completion.

**Core Employees List** - Prior to start of the delivery of any services required by a contract executed with LHA, the contractor and any respective subcontractor shall provide LHA with a list of all core employees that will be assigned to work on the project. A core employee is any person listed and verified as employed with the contractor prior to the execution of the contract with LHA or any person listed and verified as employed with the subcontractor prior to the execution of the contract with the contractor (having an executed contract with LHA).



## Appendices

APPENDIX A - EXAMPLES OF EFFORTS TO OFFER JOB AND TRAINING OPPORTUNITIES TO SECTION 3 GRANTEEES

APPENDIX B - EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS

APPENDIX C - MANDATORY SECTION 3 LANGUAGE FOR CONTRACTS COVERED BY SECTION 3

APPENDIX D - SECTION 3 AND MWBE CONTRACTING COMPLIANCE SUMMARY REPORTING FORM

APPENDIX E - SECTION 3 MAN HOUR REPORT

APPENDIX F - SECTION 3 AND MWBE MONTHLY CONTRACTING COMPLIANCE REPORTING FORM

APPENDIX G-FORM 347- SAMPLE PAYROLL FORM

APPENDIX H - MONTHLY REPORT OUTLINE - CONTRACTOR

APPENDIX I - CORE EMPLOYEE LIST FORM

APPENDIX

A

## **Appendix A - Examples of Efforts to Offer Job and Training Opportunities to Section 3 Grantees**

Examples of efforts to offer job and training opportunities to Section 3 Residents include, but are not limited to the following:

Entering into "first source" hiring agreements with organizations representing Section 3 residents.

Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.

Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of a public housing development or the community where the new project is located.

Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in a public housing development and community organizations to request the assistance of these organizations in notifying Section 3 residents of the training and employment positions to be filled.

Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a contractor representative at a location in the neighborhood or service area of the section 3 covered project.

Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

APPENDIX

B

**A** **endix B - Examples of Efforts to Award Contracts to Section 3 Business Concerns**

Examples of efforts to award contracts to Section 3 Business Concerns include, but are not limited to, the following:

Participation in HUD training designed to encourage participation of Section 3 business concerns.

In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

Contacting business assistance agencies, minority contractor associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business concerns.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas within the community or with the local housing authority.

Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

Coordinating pre-bid meetings at which Section 3 business concerns can be informed of upcoming contracting and subcontracting opportunities.

Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can respond to upcoming contracting opportunities, and making such information available in languages other than English where appropriate.

Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

**Examples of Efforts to Award Contracts to Section 3 Business Concerns (cont'd)**

Where appropriate, dividing or breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

Developing a list of eligible Section 3 business concerns.

Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

Actively supporting joint ventures with Section 3 business concerns.

APPENDIX

C

**A** **Appendix C - Mandatory Section 3 Language for Contracts Covered by Section 3**

All contracts subject to the Section 3 requirements will include the following clause:

- 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 grantees 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, together with any implementation requirements or regulations of HUD that apply thereto. 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 part 135 of the regulations.
- C.** The contractor agrees, and shall cause each subcontractor, to send to each labor organization or representative of workers with which the contractor or such subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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. The Housing Authority of the City of Lakeland's Section 3 employment goal is thirty percent (30%) of all new hires. The Housing Authority of the City of Lakeland's Section 3 contracting goal is ten percent (10%) of contract and subcontract value.
- D.** The contractor agrees, and shall cause each subcontractor to agree, to include this Section 3 clause in every subcontract (\$100,000 or more) 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 provision, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor and subcontractors will not subcontract with any subcontractor when 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 shall, and will cause each subcontractor to, certify that any vacant employment positions, including training positions, that are filled (a) after the contractor or such subcontractor is selected but before the contract is executed, and (b) 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. The contactor shall, and will require each subcontractor to, submit a monthly report to the Housing Authority of the City of Lakeland's tracking Section 3 employment and contracting goals.

**G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision 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).

APPENDIX

D

<b>The Housing Authority of the City of Lakeland</b>	<b>SECTION 3 BUSINESS FORM</b>
Company Name:	Employer (IRS) No:
Address:	Type of Business : <input type="checkbox"/> Minority - Owned Business <input type="checkbox"/> Women - Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</p> <p><input type="checkbox"/> IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> 51% or more owned by Section 3 residents  <input type="checkbox"/> 30% of your permanent, full time workforce composed of current Section 3 residents  <input type="checkbox"/> 30% of your permanent , full time workforce empl oyees who, within 3 years employment with your business were Section 3 residents</p> <p><input type="checkbox"/> IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING THE ATTACHED FORM, STATING EFFORTS TO AWARD SUBCONTRACTORS TO SECTION 3 CONCERNS.</p>	

**BACKGROUND:**

Section 3 of the Housing and Community Development Act of 1968 , as amended, requires that when employment or contract opportunities are generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low persons in their recruitment and solicitation efforts, but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economics opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons.

Section 3 covered assistance means:

- Public and Indian Housing Operating Assistance
- Public and Indian Housing Modernization Assistance;
- Assistance provided under any HUD Housing or Community Development program that is expended for work arising in connection with Housing rehabilitation, Housing construction , and other public construction (including other buildings or improvements, regardless of ownership)

A Section 3 resident is defined as: (a) **A** Public Housing Resident (b) An individual who resides in the Metropolitan Area and who is:

SIZE	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
VERY LOW INCOME	\$ 18,800	\$21,450	\$24,150	\$26,800	\$28,950	
	\$31,100	\$33,400				
LOW INCOME	\$30,050	\$34,350	\$38,650	\$42,900	\$46,350	
	\$49,800	\$53,200	\$56,650			

DATE:	I hereby certify to the best of my knowledge and belief that the information provided in this document is true and correct
	<hr style="width: 40%; margin: 0 auto;"/> <hr style="width: 40%; margin: 0 auto;"/>
	Name of Authorized Official
	Signature of Authorized Official

M/WBE and Section 3 Compliance Summary Reporting Form

Month of \_\_\_ \_\_ 201

Contract	Subcontractor	Local	Project	Contract Number	Contract Amount	Ethnic Code	Contract Type	Number of Hires	Minority Section	New Hire %	MBE Contract Amount	MBE%	WBE Contract Amount	WBE%	Section 3 Contract	Section 3 %
Company A	Mayberry, USA	East County	O. 121-10-n			2	1	0	0	0%		100%		0%		0.000%
	ABC Architect	Dallas, TX			1373,100.00	1	0	0	0	0%				11%		0%
	CDC Contractor	Metairie, LA			\$1,543,857.00	1	6	12	7	58%						
	Construction Company	MyTown, USA	East County		\$230,300.00	2	4	5	4	60%	\$230,300.01	100%				
	AJH Consulting Service	MyTown, USA	East County		\$35,000.00	2	4	0	0		\$35,000.00				3,500.00	100%
	Engineering Group	MyTown, USA	East County		\$2,401.12	2	6	0	0	0%	\$2,401.11	100%		0%		0%
	MyTown Company	MyTown, USA	East County		\$500.00		1	1	1	100%					15,000.00	100%
	Construction Company	MyTown, USA	East County		\$25,000.00	3	1	1	0	0%			25,000.00			
	Accounting Environmental Company	Ny York, NY	East County		\$75,000.00	1	0	0	0	0%				0%		0%
	Construction Company	MyTown, USA	East County		\$1,000.00	1	0	0	0	0%						

RACIA/ETHNIC CODES

- 1 - White American
- 2 - Black American
- 3 - Hispanic American
- 4 - Hispanic American
- 5 - All Other Races

TYPE OF CONTRACT

- 1 - New Contract
- 2 - Subcontract
- 3 - Rehire
- 4 - Service
- 5 - Project Mgmt.
- 6 - Professional
- 7 - Architectural
- 8 - Educational/Training
- 9 - Architectural/Engineering
- 0 - Other

## Minority and Women Business Enterprises and section 3 contracting and compliance Report

**Instructions:** This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

**Report for month of:** Enter the month and year in which the report is prepared

**Contractor:** Enter the name of the contractor that has executed an agreement with the recipient agency.

**Subcontractor:** Enter the name of the subcontractor(s) that have executed an agreement with the contractor.

**Address:** Enter the business address of the contractor or subcontractor(s).

**Project:** Enter the name of the project that has been approved by the Recipient Agency or Sub-Grantee.

**Contract Number:** Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

**Contract Amount:** Enter the dollar value of the contract at the time of execution .

**Racial Ethnic Code:** Enter the race or ethnic code for the person that owns 51% of more of the company. The codes are (1) white; (2) Black or African-American; (3) Native American; (4) Hispanic; (5) Asian/Pacific Islander; (6) Hasidic Jews; or (7) woman

**Contract Type:** Enter the code for the type of contract issued to the contractor or subcontractor. The codes are (1) new construction; (2) substantial rehabilitation; (3) repair; (4) service; (5) project management; (6) professional services; (7) tenant services; (8) education/training; (9) architectural, engineering or appraisal; or (0) other.

**Number of New Hires:** Enter the total number of new employees hired by the contractor or subcontractor since starting work on the project. The number does not include employees previously hired by the contractor or subcontractor prior to starting work on the project.

**Number of Section 3 Hires:** Enter the total number of new Section 3 employees hired by the contractor or subcontractor since starting work on the project.

**Percentage of Section 3 New Hires:** Enter the percentage of new Section 3 employees hired by the contractor or subcontractor since starting work on the project. Divide the number of Section 3 hires by the number of new employees hired by the contractor or subcontractor since starting work on the project.

**MBE Contract Amount:** Enter the dollar amount to be paid to the Minority Business Enterprise by the contractor or subcontractor since starting work on the project.

**MBE Percentage:** Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Minority Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

**WBE Contract Amount:** Enter the dollar amount to be paid to the Woman Business Enterprises by the contractor or subcontractor since starting work on the project.

**WBE Percentage:** Enter the percentage of contracts awarded to Woman Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Woman Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

**Section 3 Contract Amount:** Enter the dollar amount to be paid to the Section 3 business concern by the contractor or subcontractor since starting work on the project.

**Section 3 Percentage:** Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Section 3 business concern by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

APPENDIX

E

**LAKELAND HOUSING AUTHORITY  
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

**section 3 Manhour Report**

To be submitted with each application for payment

Contractor: \_\_\_\_\_ Contract No: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Report for month of: \_\_\_\_\_

**Identify all Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form.**

Name Address Social Security #	Indicate with an "X" if Employee was hired this period**	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date
John Doe 1 Main Street, Lakeland 123-45-6789	X	LHA	2	30	5/2/12	NIA

For the period of this report, indicate:

Total number of man hours worked by all employees: \_\_\_\_\_

Total number of man hours worked by Section 3 employees: \_\_\_\_\_

Total Percentage of man hours worked by Section 3 employees: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

•• Attach Section 3 Resident Certification Forms for each new hire reported.



## section 3 Man Hour Report

**Instructions:** This report is to be used to report monthly accomplishments regarding employment opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient agencies and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the recipient agency. It is recommended that the report be submitted by the contractor on a monthly basis to the recipient agency as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The report shall be completed as follows:

**Contractor:** Enter the name of the contractor or subcontractor that has hired a Section 3 employee or employees.

**Contract No:** Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

**Contract Start Date:** Enter the date the contract was executed by the recipient agency and the contractor. Subcontractors should enter the date the contract executed between the contractor and the respective sub contractor.

**Contract Completion Date:** Enter the date the contact is scheduled to expire. Subcontractors should enter the date the contract executed between the contractor and the respective subcontractor is scheduled to expire.

**Report for month of:** Enter the month and year in which the report is prepared

**Name, Address, Social Security#:** Enter the name, address and social security number of any person that meets the definition of a Section 3 employee and is hired by the subcontractor(s) or supplier(s) performing work under the contract.

**Indicate with an "X" if Employee was hired this period:** If the employee was hired during the period for which the report is submitted, enter an "X" on the in this column on the same line as the name of the respective new employee.

**Referral Source:** If the recipient agency or contractor wants to track their outreach efforts to determine which method was most effective in recruiting Section 3 residents, enter the referral source in this column. Examples include such as newspaper advertisement, public service announcements, partner agencies, on-site job advertisement, etc.

**Section 3 Category Preference:** In this column indicate whether the Section 3 hire is a (1) Category One - resident of a public housing agency housing site where the work is being performed; (2) CategoryTwo - resident of any public housing agency housing site; (3) Category Three - participants in a HUD Youthbuild Program; or (4) Category Four - other low- and very low-income persons.

**Number of Man Hours Worked This Period:** Enter the total amount hours the employee worked during the current pay period. For example, 160 hours.

**Hire Date:** Enter the date the person was hired as a full-time employee.

**Termination Date:** Enter the date the employee was terminated.

**For the period of this report, indicate:**

**Total number of man hours worked by all employees:** Enter the total amount to hours worked during current month by all employees hired by the contractor or subcontractor.

**Total number of man hours worked by Section 3 employees:** Enter the total amount to hours worked during current month by Section 3 employees hired by the contractor or subcontractor.

**Total Percentage of man hours worked by all employees:** Enter the percentage of hours worked during current month by Section 3 employees hired by the contractor or subcontractor. Divide the number of hours worked by Section 3 employees by the number of hours worked by all employees.

**Name:** Enter the first and last name of the person completing the report.

**Title:** Enter the title of the person completing the report.

**Date:** Enter the date the person completed the report.

**Attach Section 3 Resident Certification Forms for each new hire reported:** The contractor or subcontractor should provide a copy of the documentation that is being used to certify the respective employee's status as a Section 3 hire.

**Note:** The contractor may use multiple pages for this report if necessary and appropriate .

APPENDIX

F

LAKELAND HOUSING AUTHORITY

Contracting Compliance Report

To be submitted with request for payment

Contractor: \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Current Contract Amount (Including Change Orders): \$ \_\_\_\_\_

Report for month of \_\_\_\_\_, 201\_

List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. **Make copies of form if additional space is needed.**

Name of Subcontractor/Supplier	Indicate with an "X" if Certified by LHA	Scope of Work P&M/IM/Trd	Total Subcontract Amount Including Change Orders	Amount Paid to Date	Amount Paid to Date	Balance Remaining
Harvey Wallbanger	X	Carpentry	50,000	10,000	10,000	40,000

Total Amount Paid to Contractor by Subgrantee Agency:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to MBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to WBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## Contracting and Compliance Report

**Instructions:** This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

**Contractor:** Enter the name of the contractor that has executed an agreement with the Recipient Agency or Sub-Grantee.

**Contract No:** Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the Recipient Agency or Sub-Grantee, if applicable.

**Contract Start Date:** Enter the date the contract was executed by the Recipient Agency or Sub-Grantee and the contractor.

**Contract Completion Date:** Enter the date the contact is scheduled to expire.

**Original Contract Amount:** Enter the dollar value of the contract at the time of execution.

**Current Contract Amount (including Change Orders):** Enter the most recent or current dollar value of the contract if the dollar value was increased by a change order that was approved by the Recipient Agency or Sub-Grantee.

**Report for month of:** Enter the month and year in which the report is prepared

**Name of Subcontractor/Supplier:** Enter the name of each subcontractor(s) or supplier(s) performing work under the contract.

**Indicate with an "X" if Certified by Recipient Agency or Sub-Grantee:** If the Recipient Agency or Sub-Grantee requires each subcontractor or supplier to be certified as a Section 3 business concern, woman- or minority owned business enterprise and said certification has been reviewed and approved by the Recipient Agency or Sub-Grantee enter an "X" on the in this column on the same line as the name of the respective Section 3 business concern, woman- or minority-owned business enterprise.

**Scope of Work Performed:** Enter the type of work being performed under the contact in this column. Examples include carpentry, masonry, electrical, supplier, cleaning, etc.

**Total Subcontract Amount Including Change Orders:** Enter the total dollar value of the subcontract. The total should include the dollar value of any change orders or amendments that increase the dollar value of the subcontract.

**Amount Paid this Period:** Enter the total amount to be paid to the subcontractor or supplier during the current pay period.

**Amount Paid To Date:** Enter the cumulative total amount paid to the subcontractor or supplier since the beginning of the contract.

**Balance Remaining:** Subtract the Amount Paid to Date from the Total Subcontract Amount and enter the number into this column. The difference is the remaining balance to be paid to subcontractor.

**Total Amount Paid to Contractor by Recipient Agency or Sub-Grantee:**

**This Period:** Enter the dollar amount to be paid to the contractor during current month.

**To Date:** Enter the cumulative dollar amount paid to the contractor since the beginning of the contract .

**Total Amount Paid by Contractor to Section 3 Business Concerns:**

**This Period:** Enter the dollar amount to be paid to the Section 3 business concerns during the current month.

**To Date:** Enter the cumulative dollar amount paid to the Section 3 business concerns since the beginning of the contract.

**Total Amount Paid by Contractor to MBE:**

**This Period:** Enter the dollar amount to be paid to the Minority Business Enterprises during the current month.

**To Date:** Enter the cumulative dollar amount paid to the Minority Business Enterprises since the beginning of the contract.

**Total Amount Paid by Contractor to WBE:**

**This Period:** Enter the dollar amount to be paid to the Women Business Enterprises during the current month.

**To Date:** Enter the cumulative dollar amount paid to the Women Business Enterprises since the beginning of the contract.

**Name:** Enter the first and last name of the person completing the report.

**Title:** Enter the title of the person completing the report.

**Date:** Enter the date the person completed the report.

**Note:** The contractor may use multiple pages for this report if necessary and appropriate.



APPENDIX

G

**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347Instr.htm](http://www.dol.gov/whd/forms/wh347Instr.htm))  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS										OMB No. 1215-0149 Expires 12/31/2011			
PAYROLL NO		FOR WEEK ENDING				PROJECT AND LOCATION					PROJECT OR CONTRACT NO				
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	WORK CLASSIFICATION	(4) DAY AND DATE							GROSS AMOUNT EARNED	(B) DEDUCTIONS					NET WAGES PAID FOR WEEK
		MON	TUE	WED	THUR	FRI	SAT	SUN		FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		

White completion of Form WH-347 is optional. It is mandatory for covered contractor and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection mandated in 29 CFR §§ 3.3, 5.5(a) The Copeland Act (-10 USC § 3145) contractor and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." US Department of Labor (DOL) regulations at 29 CFR § 5.5(a)(3)(ii) require contractor to submit weekly a copy or all payroll to the Federal agency contracting to, or financing the construction project, accompanied by a signed "statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies file this information with the Office of Inspector General to determine that employees have received the required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, US Department of Labor, Room S3502, 200 Constitution Avenue, NW, Washington, DC 20210.

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the

\_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat 94B, B3 Stat 10B, 72 Stat 9B7; 76 Stat 357; 40 USC § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform, with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

D - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAF#)	EXPLANATION

RB:ARI<

NAME: ANU FILE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

APPENDIX

H

**LAKELAND HOUSING AUTHORITY**

**PROJECT NAME  
CONTRACTOR MONTHLY REPORT OUTLINE**

- I. Current Month Activities
- II. Planned Activities - Next Month
- III. Schedule Narrative
  - a. Deadlines Achieved
  - b. Deadlines Missed (w/explanations)
  - c. Next Month deadlines
- IV. Subcontracting Narrative
  - a. Solicitations in Progress
  - b. Subcontracts Executed
  - c. MBE/WBE Outreach and Participation
  - d. Section 3 Outreach and Participation
- V. Budget Narrative
  - a. Funds Obligated and Expended to Date
  - b. Potential line item shortfalls
- VI. Pending Issues,
  - a. Issues pending from prior months
  - b. Prior issues resolved this month
  - c. New issues

APPENDIX

I

**LAKELAND HOUSING AUTHORITY  
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

**LIST OF CORE EMPLOYEES**

CONTRACT EXECUTION DATE: \_\_\_\_\_

List all regular, permanent employees who are currently performing work or who normally perform work for your company when work is available and will be working on the LHA project. Duplicate this form if additional space is needed.

Name Address	Date of Hire	Job Classification
John Doe 1515 Mockingbird Lane City, State	10/10/2010	Plumber

Core Employee: Contractor's regular, permanent employee who normally performs work for the Contractor when work is available.

Name: \_\_\_\_\_

Title: \_ Date:

\_\_\_\_\_