



Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF)

RFP No. 22-07, State and
Federal Advisory Services

Posting Date: June 14, 2022

Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF)
4224 Renaissance Preserve Way
Fort Myers, FL 33916



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Required Forms – Subject to change based on RFP

1. Requirements for Submittals including Fee Proposal
2. The prices offered have been reviewed
3. Attachment A Checklist
4. Section 3 /MBE/WBE Packet
5. Public Entity Crime Form
6. Non-Collusion Affidavit of Contractor



The Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF), is requesting competitive sealed proposals and/or e-mail responses and qualifications for **RFP No. 22-07, State and Federal Advisory Services**.

SWFLAHCF will receive electronic submissions of Proposals sent to Procurement@hacfm.org on or before **June 25, 2022 @ 4:00 p.m.**

IMPORTANT: Please be sure to label the email Subject Line as follows: “RFP No. 22-07, State and Federal Advisory Services”.

The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. SWFLAHCF shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

QUESTIONS: All questions about the meaning or intent of the RFP documents are to be directed to **Laurie Victory, e-mail:** Procurement@hacfm.org. Questions received less than seven (7) days prior to solicitation dues date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Term:

The contract resulting from this IFB shall provide for a term of three (3) year with automatic renewals not to exceed a total of five (5) years unless otherwise cancelled by either party.

Unless otherwise stated in the contract, the contract term shall commence on the date specified in the Contract or Purchase Order issued by SWFLAHCF.

Annual Appropriations:

SWFLAHCF’s performance and obligation to pay under this contract is contingent upon an annual appropriation of funds.

Addendums:

All ADDENDUMS shall be placed on the SWFLAHCF website: <https://www.hacfm.org/doing-business/contracting-and-bidding-opportunities/>

Bidders will not be notified when an ADDENDUM is issued. It is the responsibility of the bidder to check the website for any ADDENDUMS. Bidders will not be notified when an ADDENDUM is issued.

It is the responsibility of the bidder to check the website for any ADDENDUMS.



Timeline:

Timeline is provided as a guideline only and is subject to change at the discretion of SWFLAHCF.

Action	Estimated Date of Completion
RFP Issued and made available	June 14, 2022
Deadline for submitting questions	June 16, 2022
Proposal submission deadline	June 25, 2022, at 4:00pm
Contract Award	June 25, 2022
Notice to Proceed	June 27, 2022

*There is no obligation on the part of the SWFLAHCF to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.***



BACKGROUND:

Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF) is the non-profit subsidiary of the Housing Authority of the City of Fort Myers (HACFM) of a public housing authority (PHA) created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent special district, the Authority has general statutory authority to operate within the City limits of Fort Myers (the “City”), Lee County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority is responsible for the administration/management of 570 units of low rent Public Housing (PH), 200 Section 8 Project Based Units, and 2,214 total vouchers under its authority.

The City of Fort Myers has a diverse population, and the Authority provides affordable housing for the low-income individuals and families who cannot afford housing in the private market. The Authority has partnered with the City, the Lee County Housing Finance Authority (the “County”), other local profit, and not-for-profit groups and citizens of the community desiring to provide more affordable housing options within the City: to rehab units; to redevelop PH; to create new housing (inclusive of new PH units); to support development of community services and resources for the citizens and to seek out new funding sources for the Authority. The Authority and its partners are committed to preserving the community historical roots while building and redeveloping a community that is affordable and viable in the present.

The Southwest Florida Affordable Housing Choice Foundation, Inc., an affiliate nonprofit 501(c)(3) corporation of the Housing Authority of the City of Fort Myers was formed in 2006 to provide, develop and manage affordable housing opportunities on behalf of the SWFLAHCF, who currently manage 884 units and expect rent to be collected for those sites and any other future sites or units that may be added.



PROJECT OVERVIEW:

SWFLAHCF is seeking proposals from qualified consultants/firms for State and Federal Advisory Services. SWFLAHCF anticipates awarding the contract resulting from this RFP for a term of three (3) years with automatic renewals not to exceed a total of five (5) years based on performance.

Services performed by the selected Consultant include providing strategic advice and planning in securing additional grant funding and assisting with time extensions for existing grant funding to meet the needs of SWFLAHCF and keeping the SWFLAHCF abreast of developments of additional grant sources and rule changes or extensions for existing SWFLAHCF grants.

SECTION I: SCOPE OF WORK

Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF) has identified a need for advisory services to provide strategic policy advice and planning in the development of various affordable housing legislative initiatives and additional grant funding and grant use extensions.

The intent of this RFP is to contract with a Consulting Firm with expertise in providing the following:

- a. Federal government advisory services.
- b. State of Florida governmental advisory Services
- c. Strategic advice and planning in the development of an annual comprehensive state and federal affairs strategy, including but not limited to:
 - Contributing proactive and creative suggestions for funding opportunities to advance the SWFLAHCF economic objectives, legislative, business, and affordable housing priorities.
 - Developing a legislative agenda with implementation plans for how to advance strategic priorities.
 - Identifying additional state and federal grant opportunities that align with SWFLAHCF priorities and legislative agenda.
 - Proactively engaging with state and federal lawmakers, legislative, congressional, agency and governor's staff in pursuit of SWFLAHCF stated priorities.
 - Attending all relevant legislative hearings.
 - Working with the Legislature and Congress on all SWFLAHCF issues developed under the legislative program.
 - Lobbying defensively on legislation that is introduced that would negatively impact SWFLAHCF grant, capital and affordable housing priorities.
 - Identifying key legislative and state agency relationships for SWFLAHCF and assist in creating opportunities to build and strengthen those relationships.



- Coordinating, at SWFLAHCF direction, with other entities having common legislative interests with SWFLAHCF .
- Providing SWFLAHCF with a weekly legislative report during the Florida State legislative session relating to economic development that includes weekly hearing schedules and a summary of bills, and their progress important to SWFLAHCF.
- Working with SWFLAHCF to arrange meeting visits to Tallahassee for the Non-Profit Board Members, other elected officials, and leadership at SWFLAHCF as well as other staff as appropriate.
- Drafting letters and talking points on legislation, as necessary.
- Testifying on the behalf of SWFLAHCF at hearings before legislation and interim legislative committee.
- Providing regular updates, including but not limited to: Monitoring of potential and pending legislation.
- Identifying emerging issues of interest to SWFLAHCF in the areas of state and federal policy.
- Reporting on activities conducted in support of the state and federal legislative strategies.
- SWFLAHCF will issue task orders for each project.



SECTION II: REQUIREMENTS FOR SUBMITTAL: Interested firms should include the following information in their proposals. The following format and sequence should be followed in order to provide consistency in firm's responses and to ensure each proposal receives full consideration. All pages should be consecutively numbered.

Title page, showing Request for Proposal Number, Firms name and address, closing date and time, telephone number, and a contact person.

Letter of Interest in which the firm agrees to be bound by the requirements of the SWFLAHCF request and the firm's response. A person authorized to bind the firm must sign this.

1. Organizational Structure and Staff Qualifications (25 Points)

Description of company, including location of the office which will serve SWFLAHCF. Provide an organizational chart of the members of your team who will be dedicated to this project. Designate who will be the representative of the firm or team with decision-making authority. List all key members of your staff, whether permanent employees, contracted or subcontracted employees who will be committed to this project. Indicate the level of effort and function of each member of your team participating in the project. Include individual resumes for the team members identified, specialized skills, licenses, training, certification credentials and/or accomplishments of the individual that are relevant to the required services.

2. Understanding and Approach to the Project (25 Points)

An outline of the firm understands of and approach to meeting the project goals and requirements of the project; be very specific and detailed.

3. Demonstrated Ability (25 Points)

Demonstrated ability of the firm's office to manage the contract, knowledge, expertise & qualifications of the associates assigned to administer the project

4. Fee Schedule (25 Points)

Detailed Fee Schedule for all services requested to include but not be limited to material, labor, equipment and incidentals required for installation of a complete and operational system. Fee schedule to include transportation, onsite visits, visitations with staff, general & administrative cost. There shall be no hidden cost associated with this request.

5. MBE and WBE Utilization in the Project

Responders are advised to review in its entirety, the MBE/WBE utilization requirements set forth in Section 3 ~~above and in this Section~~ before preparing and submitting their proposals. Proposals that do not address the Section3/MBE participation or waiver requirements set forth in this RFP may be deemed unacceptable.



Responders shall provide the information requested below, or if the Responder is unable to meet the MBE/WBE utilization goals in part or in whole, the Responder shall submit with its proposal, a request for a waiver in the manner described below:

Minimum Proposal Contents for MBE/WBE Utilization:

MBE/WBE Utilization Plan. The Responder shall provide its plan for achieving the thirty percent (30%) MBE/WBE utilization goal for the proposed contract ("**MBE/WBE Utilization Plan**"), which shall include, at a minimum, the following information:

The names, addresses, telephone numbers and contact person for each MBE/WBE that will be performing work on this project.

A specific description of the work to be performed by each MBE/WBE and the proposed schedule for delivery of services.

The fee structure showing the dollar amount to be awarded to each MBE/WBE to be utilized, and the total value of each proposed MBE/WBE subcontract towards the thirty percent (30%) MBE/WBE utilization goal.

A letter of intent between the Responder and each MBE/WBE agreeing to enter into a contract in the event that the contract proposed hereunder is awarded to the Responder; and a current and valid MBE/WBE certification for each MBE/WBE to be utilized.

Request for Waiver: If the Responder is unable to meet all or part of the MBE/WBE utilization goal for the proposed contract for the grounds set forth in Section 3 above, the Responder may request a waiver of all or part of the MBE/WBE participation requirements by submitting a written request for a waiver with supporting documentary evidence, all of which must be submitted by the Responder with its proposal on or before the deadline for proposal submission. The documentary evidence must reasonably demonstrate that MBE/WBE participation was unable to be obtained or was unable to be obtained at a reasonable price, as discussed in Section 3 above. Such evidence shall include, at the least:

Correspondence, records, and other documents showing efforts made to contact and negotiate with MBE/WBEs.

A description of the specifications, plans, bonding requirements, anticipated schedule of delivery and other pertinent information provided by the Responder to MBE/WBEs;

A list of MBE/WBEs that responded to solicitations or inquiries by the Responder including contact information of each MBE and quotes or proposals submitted by MBE/WBEs;



A list of MBE/WBEs contacted by the Responder and found to be unavailable including addresses and phone numbers of each MBE/WBE and dates of each such contact; and

A list of MBE/WBE directories, trade associations, local minority assistance organizations, and Federal, State and local government small business agencies contacted by the Responder for assistance in locating MBE/WBEs.

Section 3 Compliance Plan - Provide a description of your strategy for complying with the Section 3 requirements (“**Section 3 Compliance Plan**”) Responders may comply with Section 3 by providing employment and/or training opportunities to residents of SWFLAHCF public housing and/or other low-income persons for the performance of this contract, subcontracting with resident-owned businesses and/or other Section 3 businesses, or a combination of employment, training and/or subcontracting as described above. This requirement applies to Section 3 and non-Section 3 businesses. Section 3 is a HUD requirement that cannot be waived by SWFLAHCF. Therefore, Responders are advised to review the following information in preparing and submitting their proposals:

If you plan to comply with Section 3 by providing employment and/or training opportunities to residents of SWFLAHCF public housing and/or other Section 3 persons, your Section 3 Compliance Plan must provide all information regarding any hiring/training you will be conducting including a description of the employment/training duties, work hours, and salaries. Responders are required to submit, with their proposals, their workforce requirements for performing the proposed contract regardless of whether additional hiring will be done. If additional hiring will not be done, the Responder must, to the greatest extent feasible and consistent with all applicable laws, provide training to Section 3 persons.

If you plan to meet Section 3 requirements by subcontracting with Section 3 businesses, your Section 3 Compliance Plan must provide the names, addresses and telephone numbers of all Section 3 businesses that will be performing work on this project. Provide a description of the work to be performed by such firms and a proposed percentage of the total contract dollar amount that will be awarded to each firm. You must include a letter of intent between your firm and each Section 3 business with which you will subcontract if you are awarded the contract. It is the Responder’s responsibility to provide proof that such firms meet the definition of Section 3 business concern as established by HUD. See 24 CFR Part 135.5 for definitions of Section 3 business concerns.

If you are claiming preference as a Section 3 business concern, your Section 3 Compliance Plan must include an explanation for your claim to be a Section 3 business concern along with proof of your firm’s eligibility for preference as a Section 3 business concern. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact HUD Fair Housing and Equal Opportunity for additional information (ref link below). Firms claiming eligibility for Section 3 preference must also submit a Section 3 compliance strategy.

https://www.hud.gov/program_offices/fair_housing_equal_opp



In the event that you determine that it is not feasible to comply with Section 3, you must state with specificity, in your Section 3 Compliance Plan, the reasons why you cannot comply with Section 3. Any Responder that has determined that it is not feasible to comply with Section 3 assumes the risk that its claim of non-feasibility will be deemed unacceptable by SWFLAHCF.

Sub-consultants that the firm proposes to use for any of the services must be identified and the work they are to perform.

Forms and documents required under Attachment A.

Firms that will be relying on subcontractors to increase their point scores for specific expertise must provide a Profile of Firm form for each subcontractor. It is expected that these subcontractors will be a part of the team for the duration of the contract.



SECTION III: EVALUATION CRITERIA

Selection of a firm to render services pursuant to this RFP will be made in accordance with HUD and SWFLAHCF procurement regulations. All proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel based on the following criteria and weights:

Selection Criteria:

Evaluation Criteria	Maximum Points
a. Organizational Structure, Staff Qualifications, Experience	25
b. Outline of the firms understanding & approach to the project	25
c. Demonstrated ability of the firm's office to manage the contract, knowledge, expertise & qualifications of the associates assigned to administer the project.	25
f. Proposed fee schedule and best value.	25
TOTAL	100
Additional Points: Provided if you are a Disadvantaged Business Enterprise (DBE) and have provided a Section 3 Participation Plan: MBE/WBE participation: 5 Points Section 3 participation: 5 Points Maximum Points	5 5 110

SWFLAHCF reserves the option to select in a one or two step evaluation process. This means SWFLAHCF may select the firm(s)/individual(s) from written submittals (step one) or after a second step of evaluation, which may or may not include presentations to the RFP Evaluation Panel and/or the Non-Profit Board Members.

If a two-step evaluation is used, the evaluation criteria does not change; however, during a presentation process there may be additional discovery including but not limited to the understanding of the project, approach, ability, methods and/or other factors which would result in a degree of difference in the numerical scoring established in step one of the evaluation which is utilized to generate a short list.

Other considerations may include but not be limited to reference checks, background license checks, credit and financial history investigations and other relevant information.



In the event firms are requested to do a presentation to the Evaluation Panel and/or Non-Profit Board Members for final recommendation ranking; SWFLAHCF will not be liable for any costs incurred by the firm in connection with such presentation.

There is no obligation on the part of the SWFLAHCF to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.**

SECTION IV: INSURANCE

INSURANCE: The vendor shall secure and maintain during the contract period the following coverage's:

Professional Liability:

Coverage shall include the following:

- a. A minimum combined single limit of \$1,000,000.
- b. Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of coverage to be provided within the minimum coverage limits set forth above, the SWFLAHCF shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the SWFLAHCF establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policies

The certificate holder should read as follows: **Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF)**, 4224 Renaissance Preserve Way, Fort Myers, Florida 33916

No SWFLAHCF Division or individual name should appear on the certificate. No other format will be acceptable. The certificate must state the project number and name.

Current valid insurance policies meeting the requirements herein identified shall be in effect and maintained during the duration of the named project. Renewal certificates shall be sent to SWFLAHCF 10- days prior to any expiration date.



INDEMNIFICATION: The vendor shall hold harmless and defend Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF) and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contractor work performed there under.

This provision shall also pertain to any claims brought against Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFLAHCF) by any employee of the named contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

The firms obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the contractor's limit of, or lack of, sufficient insurance Protection.



Attachment A

CHECK LIST FOR PROPOSAL SUBMISSION

Please read carefully, sign in the spaces indicated and return with your proposal.
Proposer should check off each of the following items as the necessary action is completed.

- a) Requirements for Submittals including Fee Proposal**
- b) The prices offered have been reviewed**
- c) Attachment A Checklist**
- d) Section 3 /MBE/WBE Packet**
- e) Public Entity Crime Form**
- f) Non-Collusion Affidavit of Contractor**

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

IMPORTANT: Please be sure to label the submission email Subject Line as follows:

“RFP No. 22-07, State and Federal Advisory Services”

The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

The undersigned, herein referred to as the Proposer, has familiarized themselves with the RFP in its entirety and the local conditions under which the work is to be performed and is satisfied with matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if their proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the final contract. The period for acceptance of this Proposal will be ninety (90) calendar days.

By submitting a proposal in response to this solicitation, the proposer certifies that at the time of submission, he/she is not on the Federal Government’s or the State of Florida’s list of suspended, ineligible, or debarred contractors.



In the event of placement on the list between the time of proposal submission and time of award, the proposer will notify the HACFM. Failure to do so may result in terminating this contract for default.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package.

By signing this document I, an authorized representative of the Proposer, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that the Proposal we have submitted for this RFP has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that our Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Failure to sign and return this form may result in the rejection of the entire proposal.

Company Name

Authorized Signature

Date



Attachments

Required Forms

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

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

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

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

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

statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

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

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

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

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

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____ Notary Public – State of _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped
commission name of notary public)

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

_____ does hereby state:
(name)

(1) S/He is the _____ of
(owner, partner, officer, or representative),
_____, hereinafter referred to as Contractor.
(business name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor);
_____, for specific work required in
connection with a Home Forward project titled _____
and located at : _____

(3) Said Contractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____



SECTION 3

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).

Please visit The Housing Authority of the City of Fort Myers (HACFM) website by clicking on the following link to become educated with the HACFM Plan in its entirety.

<http://hacfm.org/web/page.asp?urh=Section3>

THE FOLLOWING PACKAGE INCLUDES VARIOUS FORMS THAT MUST BE RETURNED WITH YOUR PROPOSAL.

Table of Contents:

Attachment I	HUD CFR Part 135 Section 3 Regulations
Attachment II	Section 3 Special Conditions
Attachment III	Part IV Definitions
Attachment IV	Section 3 Opportunities Plan (pages 1-6)
Attachment V	Section 3 New Hire Compliance Report (pages 1 – 6)

Note: Attachment IV and V must be returned in their entirety with the proposal package.

ATTACHMENT I

SECTION 3 CLAUSE

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.

Signature

Date

Printed Name

Title



ATTACHMENT II

SECTION 3 SPECIAL CONDITIONS

HACFM has initiated efforts to enhance resident hiring on construction related contracts. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of HACFM residents and other low income and/or very low-income residents residing in the section 3 area.

1. Procurement Documents

- Each bidder must include a Section 3 Opportunities Plan which indicates its commitment to meet HACFM resident hiring requirements.
- If a bidder fails to submit a Section 3 Opportunities Plan and the related data along with the bid, such bid will be declared as "non-responsive".
- For Invitations for Bids ("IFB") where awards are made to the most responsive and responsible bidder, the bidder's commitment to satisfy HACFM resident hiring requirements will be a factor used in determining whether the bidder is "responsive".
- For RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. Enforcement

- To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.
- During the post award or pre-construction meeting, the objective shall be to impart critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail (Non-construction contracts do not require Davis-Bacon compliance):
 - Davis-Bacon Wage Requirements
 - Minority and Women Owned Business Participation requirements
 - Section 3 Program requirements

HACFM representatives will require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, Section 3 hiring and Minority and Women Owned Business participation.

3. Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing Section 3 Compliance and hiring will be carried out by the Section 3 Coordinator in coordination with the Real Estate Development Office



ATTACHMENT III

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor – any entity which contracts 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.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.



New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 –Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act; 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in 24 CFR Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.



Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which 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.

Very low income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



ATTACHMENT IV

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Fort Myers Low Income Public Housing Residents (LIPH) and Low and Very Low Income City of Fort Myers Neighborhood Area Residents (LIAR)

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____

SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACFM Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and low and very low income City of Fort Myers neighborhood area residents (LIAR) during the term of the contract between the Contractor and the HACFM.

The preference of HACFM is to ensure that as many HACFM residents as possible are employed. In an effort to further that requirement, HACFM has created a preference tier structure as outlined in the attached Section 3 Policy and Program Manual. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy HACFM Resident Hiring Requirements through his/her subcontractors.

Contact HACFM Real Estate Development Office for resident referrals at 239-344-3232.

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACFM residents
- (5) The number currently filled by City of Fort Myers neighborhood area residents



(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(7) Low income HACFM Residents (LIPH) and/or

(8) Low and very low income City of Fort Myers Neighborhood Area Residents (LIAR)

[] Tier II – CONTRACTING

The contractor has identified HACFM resident-owned business(es) or Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # .

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Contractors may provide other economic opportunities to train and employ Section 3 residents by incurring the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale



SECTION 3 INCOME LIMITS

(FY 2009 Income Limits from www.huduser.org)

All residents of public housing developments of the Housing Authority of the City of Fort Myers qualify as Section 3 residents. Additionally, individuals residing in Lee County who meet the income limits set forth below can also qualify for Section 3 status.

A picture identification and proof of current residency is required.

Eligibility Guidelines		
Number in Household	Very low-income (50%)	Low income (80%)
1 person	\$21,250	\$34,000
2 person	\$24,300	\$38,850
3 person	\$27,300	\$43,700
4 person	\$30,350	\$48,550
5 person	\$32,800	\$52,450
6 person	\$35,200	\$56,300
7 person	\$37,650	\$60,200
8 person	\$40,050	\$64,100



SECTION 3 OPPORTUNITIES PLAN

Section 3 Utilization Assessment and Plan	
SPEC or RFP TITLE:	SPEC or RFP NUMBER

JOB TITLE (1)		# OF POSITIONS				HIRING REQUIREMENT	
		# NEEDED (2)	TOTAL (3)	LIPH (4)	LIAR (5)		



SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACFM Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR to the AWARD of a contract from HACFM. Failure to submit this form may jeopardize the responsiveness of your submission.

Attest/Witness

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____



**Certification of Receipt and Understanding of the HACFM Section 3
Plan and Compliance Requirements:**

I _____ the _____
(printed Name) (Title)

of _____ hereby acknowledge
(Company Name)

receipt and understanding of, and pledge to adhere to, the Section 3 Plan.

Authorized Signature _____ Date _____



SECTION 3 NEW HIRE COMPLIANCE REPORT

The US Department of Housing & Urban Development (“HUD”) requires the Housing Authority of the City of Fort Myers to collect information on every person hired in connection with Section 3 projects to ensure HACFM’s compliance with Federal regulations.

As part of HACFM’s Section 3 program your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 eligible. For purposes of HACFM, a Section 3 resident is:

1. A public housing resident;
2. An individual who lives within the City of Fort Myers and whose income falls within the guidelines for low or very low income. **See table on page 19.**

This form must be completed by all firms working on a Section 3 project, defined as a contract that exceeds \$100,000, even if the firm is not a “Section 3 Business.”

INSTRUCTIONS FOR EMPLOYERS:

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on the following list. (Add additional sheets if necessary).
2. For Employees **NOT HIRED** through HACFM, determine whether each new hire is Section 3 eligible by asking the employee the following questions upon hiring:

a. Are you a resident of HACFM public housing?

- ☐ **YES**
☐ **NO**

If the answer is “YES,” please skip question “b” and proceed directly to question “c”.

If the answer is “NO,” please follow up by asking question “b”.

b. Are you a resident of the City of Fort Myers and/or Lee County

- ☐ **YES**
☐ **NO**

If the answer is “NO,” this person is not a Section 3-eligible resident.

Therefore, there is not a need to ask question “c”.

c. In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size?

- ☐ **YES**
☐ **NO**

If yes, have the employee complete the certification form (Exhibit 1) and attach this to your submission.

3. For employees HIRED through HACFM, check the “hired through HACFM” box next to their name.



SECTION 3 NEW HIRE COMPLIANCE REPORT

4. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate “Y” for Yes and “N” for No

5. Indicate the Job Category using the following codes:

Professionals	P
Technicians	T
Office and Clerical	OC
Sales	S
Trades	T
Labor	L
Service Workers	SW
Other	Other

6. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.

7. Developers and contractors – who have direct agreements with HACFM regarding a Section 3 covered project – are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project. By December 31 of each year that the project is under construction, completed forms must be submitted to HACFM Section 3 Compliance Officer. If a project finishes construction before the end of the year, Section 3 New Hire Compliance Reports must be submitted within 30 days of completion.

8. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.



City of Palms
THE HOUSING AUTHORITY
OF THE CITY OF FORT MYERS, FLORIDA

SECTION 3 NEW HIRE COMPLIANCE REPORT

	NAME OF NEW HIRE	ADDRESS (include Suite/Apt #)	Section 3 Eligible?		Labor Category
			YES OR NO	Provided by HACFM	See Instructions
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

- ☐ I certify that there were no new hires during the reporting period ____ / ____ / ____
to ____ / ____ / ____ mm / dd / yyyy

Name: _____
(please print)

Date: _____

Title: _____
(please print)

Signature: _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief



SECTION 3 NEW HIRE COMPLIANCE REPORT

Project Name: _____

Project Address: _____

Developer Name (if applicable): _____

General Contractor Name: _____

Name of Firm Completing This Form: _____

This Firm is a (check one):

- ☐ Developer
- ☐ General Contractor
Contract Amount: \$ _____
- ☐ Subcontractor
Contract Amount: \$ _____
- ☐ Professional Services Consultant
Contract Amount: \$ _____

Contracts and subcontracts made with vendors to solely provide supplies and/or materials are not subject to the HUD Section 3 requirements. However, where such vendors also install such supplies and materials, said contracts and subcontracts above \$100,000 shall be subject to the HUD Section 3 requirements.