

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR LETTERS OF INTEREST**

**Architectural Services for Sanchez Court Apartments Rehabilitation/Mitigation Project  
Solicitation Identification Number PD 09-10.080**

Per The Terms and Conditions of PD 02-03.079

**Funding Provided by:**

**2008 STORMS DISASTER RECOVERY GRANT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
(ESCAMBIA COUNTY, FLORIDA)**

Letters of Interest Will Be Received Until:

**11:59 p.m. CDT, Tuesday, September 7, 2010**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591

**Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM**

**Board of County Commissioners**

Grover Robinson IV, Chairman  
Kevin W. White, Vice Chairman  
Wilson Robertson  
Gene M. Valentino  
Marie Young

From:

Claudia Simmons, CPPO  
Purchasing Manager

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Assistance:**

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM  
Purchasing Coordinator  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4918  
F: 850.595.4805  
e-mail: [paul\\_nobles@co.escambia.fl.us](mailto:paul_nobles@co.escambia.fl.us)

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

Escambia County Florida  
Request For Letters Of Interest  
Proposer's Checklist

**Architectural Services for Sanchez Court Apartments Rehabilitation/Mitigation Project  
Solicitation Identification Number PD 09-10.080**  
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**How To Submit Your Proposal**

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address:  
<http://submittals.myescambia.com/>

- Letter Of Interest ([PDF](#))
- GSA Standard Form 330
  - Part II **(PD 02-03.079, Professional Services As Governed by Florida Statute 287.055, provide if not already submitted)**
  - Part I

**PDF1** These forms are available as editable PDF documents from the website (links to these and other forms can be found at the end of this document).

**The Following Submittals Are Required Upon Notice Of Award:**

- Certificate Of Insurance **(provide if not submitted electronically)**

**How To Submit A No Proposal**

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

**INFORMATION PACKAGE**

Architectural Services for Sanchez Court Apartments Rehabilitation/Mitigation  
Project

Solicitation Identification Number PD 09-10.080

**Per The Terms and Conditions of PD 02-03.079**

**Scope of Services:**

**Description:** This rental preservation project targets direly needed rehabilitation and hurricane mitigation improvements to the **48 unit Sanchez Court rental complex** that was constructed in 1971 and is owned by the Area Housing Commission, the local non-profit Public Housing Agency (PHA). This almost 40 year old single story complex, consists of 36 2BR and 12 3BR units distributed within 2 duplexes, 12 triplexes and 2 quadplexes (see aerial photo provided in **Exhibit 1**). These units seriously need extensive interior and exterior rehabilitation, life/safety enhancements and hurricane hardening/mitigation improvements to protect the facility and residents during future disaster events. The scope generally includes: (1) evaluating the properties to evaluate the existing rental units to identify and assist in prioritizing interior and exterior rehabilitation needs and improvements; (2) assessing opportunities for enhancing energy efficiency of the units; (3) identifying cost effective wind/storm mitigation or hardening enhancements to the properties; (4) development of construction plans and specifications as required to secure competitive bids for completion of the improvements; (5) providing technical expertise to assist with project bidding, bid review and contract; and (6) perform routine construction inspections and approvals with respect to completion of work authorized under the construction contract.

**Objective:** To plan, design and implement extensive rehabilitation and storm mitigation improvements to the 48-unit Sanchez Court rental complex to preserve the units for long-term occupancy by lower income families and to harden the units against future hurricanes or severe storm events. Escambia County plans to contract for construction activities in the above referenced location *based upon the plans and specifications developed by the selected architectural firm under this solicitation.* The County anticipates that the selected firm will minimally: **perform a thorough interior and exterior inspection of the subject properties; prepare plans and construction specifications (bid specifications and construction documents) for the project, including bid options or alternates, in consultation with the County and Area Housing Commission; provide a detailed construction cost estimate for the project; provide technical support for the competitive bidding, bid review and construction contract award process; provide and document construction oversight and progress inspections; and provide post construction certifications and as-built drawings as requested or required by the County and/or Area Housing Commission.**

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

**Estimated Construction Cost:** Total construction cost for this project is expected to be approximately \$950,000-975,000.

**Timeline:** The selected firm must produce bid documents in a timely manner that will allow the County to enter into a construction contract within a maximum of 90 days from the date of the Notice to Proceed issued to the selected firm.

**Anticipated Disciplines** (Function Codes SF 330) for this project:

GSA Codes:

List of Discipline (Function Code)

- 06 Architect
- 08 CADD Technician
- 12 Civil Engineer
- 15 Construction inspector
- 18 Cost Engineer/Estimator

List of Experience Codes (Profile Code)

- A 10 Asbestos Abatement
- C 15 Construction Management
- C 16 Construction Surveying
- C 18 Cost Estimating
- E 07 Energy Conservation
- H 11 Housing
- I 05 Interior Design
- R 06 Rehabilitation
- R 12 Roofing

**I. INSTRUCTIONS TO SUBMITTERS**

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

**Government Forms Software:** <http://submittals.myescambia.com/>

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

## **PD 09-10.080, Architectural Services for Sanchez Court Apartments Rehabilitation/Mitigation Project**

The submittals shall be in the GSA Standard Form (SF) 330 format with two additional sections as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**II. FIRMS' EVALUATIONS AND SELECTION**

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

	Points
1 Qualifications of the firm and individual team members	20
2 Recognition, understating, capability and resources to perform the services specific to the project	20
3 Past record and performance	25
4 Experience with applicable permitting processes	10
5 Recent and current workloads (ability to perform within stated time limits)	10
6 Experience with HUD CDBG funded projects	5
7 Firm is a Certified MBE, WBE or DBE Business (documentation required)	5
8 Firm qualifies as a Section 3 Business (documentation required)	5

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

**III. SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

Mailing date of proposals	<b>Monday, August 23, 2010</b>
Letters of Interest due date	<b>11:59 p.m. CDT, Tuesday, September 7, 2010</b>
Short-Listing Meeting	<b>Thursday, September 16, 2010</b>
Discussions with Short-Listed Firms	<b>Wednesday, September 29, 2010</b>
Negotiations with First Ranked Firm	<b>Thursday, October 14, 2010</b>
Board of County Commissioners approval	<b>Thursday, November 4, 2010</b>

**IV. SUBMITTAL REQUIREMENTS**

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County’s web site at <http://submittals.myescambia.com/>

Required items are described below:

**1. Letter of Interest (PDF format)**

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually.

Requirements for this section (to be included in Letter of Interest):

- Proposers shall include any additional information to represent your firm for consideration.
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.
- Certified MBE, WBE or DBE Business documentation
- Section 3 Business documentation

**2. Standard Form (SF) 330 – Part I (GFS format)**

Generated by GovernmentForms.software®, maximum 50 pages, includes:

- Standard Form (SF) 330 - Part I, Section A-C  
Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 - Part I, Section D

**PD 09-10.080, Architectural Services for Sanchez Court Apartments  
Rehabilitation/Mitigation Project**

- Not required by County for this submittal
- Standard Form (SF) 330 - Part I, Section E  
Page Limit: 20 pages/resumes
  - Standard Form (SF) 330 - Part I, Section F  
Page Limit: 10 pages/projects
  - Standard Form (SF) 330 - Part I, Section G  
Page Limit: 1 page
  - Standard Form (SF) 330 - Part I, Section H  
Page Limit: No section limit, although total form length shall not exceed 50 pages.

**PROCEDURES FOR ARRANGING PRE-SUBMISSION SITE VISIT**

Anyone interested in visiting the Sanchez Court project site should reach the contact person noted below. Office hours of the AHC are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Contact person at the Area Housing Commission is: **Carson Fluharty**  
**Modernization Coordinator**  
**Phone: (850) 438-8561**  
**Fax: (850) 438-1743**  
**Cell: (850) 336-5554**

# EXHIBIT I



Address **Sanchez Ct**  
**Pensacola, FL 32501**

Get Google Maps on your phone  
Text the word "GMAPS" to 466453



**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO Escambia County, Florida  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print Individual's Name and Title)  
for \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)  
Whose business is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
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)(9), 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 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 provisions 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

Sworn to and subscribed before \_\_\_\_\_ day of \_\_\_\_\_, 2010  
me this \_\_\_\_\_

Personally known \_\_\_\_\_ Notary Public - State of \_\_\_\_\_  
OR Produced \_\_\_\_\_  
identification \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**CERTIFICATION OF  
MBE/WBE/DBE DESIGNATION**

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

1. Name and address of Company:

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

2. Identify the ownership thereof:

Name/Position	% of Ownership
_____	_____
_____	_____
_____	_____

3. Provide **DOCUMENTATION** that the company/firm is designated as a (check all that apply):

\_\_\_\_\_ Minority Business Enterprise (MBE0)  
\_\_\_\_\_ Woman Business Enterprise (WBE)  
\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)

**Signature:** \_\_\_\_\_

**Witnessed:**

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

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

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

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

*(Duly Authorized Party)*

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

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

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

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

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

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

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

Type of Business:       Corporation                       Partnership  
                                  Sole Proprietorship       Joint Venture

Attached is the following **documentation** as evidence of status:

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

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

**For business entity as applicable:**

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorizing Name and Signature

(Corporate Seal)

Attested by: \_\_\_\_\_

## Section 3 - Economic Opportunities

### **What is Section 3?**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

### **Download Section 3 information from HUD's website:**

<http://www.hud.gov/offices/fheo/section3/section3.cfm>

### **How does Section 3 promote self- sufficiency?**

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

### **How does Section 3 promote homeownership?**

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

### **Who are Section 3 residents?**

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits.

### **Determining Income Levels**

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

**What is a Section 3 business concern?**

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

**What programs are covered?**

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

**What types of economic opportunities are available under Section 3?**

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

**Examples of Opportunities include:**

- Accounting
- Architecture
- Appliance repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Electrical
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works

- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile setting
- Transportation
- Word processing

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

The **Section 3** program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

More about **Section 3**:

- 24 CFR 135
- Section 3 Summary Report

#### **Requirement of the Florida Small Cities and Disaster Recovery CDBG Programs**

Any recipient of CDBG funds that has an open grant must report Section 3 activities to the Department by July 31 each year using the Section 3 Summary Report form. The reports received from grant recipients will be summarized by the Department and submitted to HUD with the Annual Performance Report. The following information may assist you in completing the Section 3 Summary Report form:

- Section 3 persons are individuals from households with low or very low income. The Section 8 income limits are used to define low income. Section 3 is "race and gender" neutral.
- If CDBG funds are used for one of the covered activities – housing rehab, housing construction or public construction – a report must be completed.
  - If the funds awarded to a contractor are under \$200,000, no activity needs to be reported. If the funds awarded to a subcontractor are under \$100,000, no activity needs to be reported.
  - If a local government hires an employee that will have any oversight or administrative responsibilities relating to the covered activities, the local government should report Section 3 activity.
- A permanent employee may be an employee hired for full time work on a temporary basis or an employee hired for full time work on the job site whether temporary or permanent.

- Grant recipients and the contractors they work with should attempt to provide employment opportunities to Section 3 persons or businesses when possible. (Job announcements, bid language, etc., may reference that priority will be given to Section 3 persons or businesses.)
  - Grant recipients are not required to set numerical goals nor are they required to have a Section 3 plan. This, however, does not exempt a local government from the requirement to attempt to make economic opportunities available for Section 3 persons or businesses within the area.
- The area or jurisdiction is typically the county or the region surrounding the work to be paid for with CDBG funding OR the county or region nearest to the address of the recipient. Grant recipients may want to give preference to Section 3 individuals or businesses having the same zip code as a way of show preference.
- Grant recipients will have to work closely with contractors in order to be able to report on Section 3 activities. The Department provides a form that contractors may complete to provide information regarding their Section 3 activities.
  - When contractors submit bids, they should state whether or not it will be necessary for them to employ an additional workers. If a contractor believes that additional employees may be necessary, they should indicate in the bid that they will give preference to hiring low income persons within the area.
- Individuals who have been receiving public assistance may meet the definition of Section 3.
- Any contract reported on the Contractual Obligations and Minority Business Enterprise report that is reflected as a Section 3 business should be reported on during the fiscal year in which the contract was awarded.
- The exclusion for minor rehab does not typically apply to CDBG since the housing unit is usually brought up to the local building code. Minor rehab would consists of replacing broken windows, fixing a leaking roof, and other such repairs.

## IV. TERMS AND CONDITIONS

### A. Termination (Cause and/or Convenience)

1. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

**a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and**

**b) an opportunity for consultation with the terminating party prior to termination.**

2. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1 a) above.

3. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and be adjusted to cover any additional costs to the local government because of the contractor's default.

4. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

5. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

6. Upon receipt of a termination action under paragraphs 1 a) or b) above the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

7. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

8. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph 4 above.

### B. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration of the parties mutually agree or in a Florida court of competent jurisdiction.

C. Changes

The County may from time to time, request changes in the scope of services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.

D. Personnel

1. The Firm represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any Contractual relationship with the County.

2. All of the services required hereunder will be performed by the Firm or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

3. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. Assignability

The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: provided, however, that claims for money by the Firm from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

F. Reports and Information

The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Firm under this Contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County

H. Copyright

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

I. Compliance with Local Laws

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall hold the County harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

J. Access to Records

The Firm shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the County, U.S. Department of Housing and Urban Development, Florida Department of Community Affairs or any of their authorized representatives.

K. Retention of Records

The Firm shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

L. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

M. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

N. Conflicts of Interest Clauses

1. Interest of Members of a Jurisdiction:

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

2. Interest of Other Local Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

3. Interest of Firm and Employees:

The Firm covenants that he presently has no interest and shall not acquire interest direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Firm further covenants that in the performance of this Contract, not person having any such interest shall be employed.

## **Executive Order 11246, Section 202 Equal Opportunity Clause** (contracts above \$10,000)

During the performance of this Contract, the Firm agrees as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
2. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
3. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Firm's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Firm may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Firm will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Firm may request the United States to enter such litigation to protect the interests of the United States.

## **Rehabilitation Act of 1973, Section 504 Handicapped**

### **Affirmative Action for Handicapped Workers**

**(\$2,500 or over)**

1. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Firm agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
3. In the event of the Firm's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Firm's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Firm will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Firm is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by the rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **Age Discrimination Act of 1975**

**(for contracts over \$2,000)**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.