

ALACHUA COUNTY HOUSING AUTHORITY

Request for Proposal for Unit Inspection Services

Closing Date and Time – Tuesday November 21st, 2023 at 3:00 p.m. EST

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Advertisement for Proposals

The Alachua County Housing Authority (ACHA) will receive Proposals for the following project:

NSPIRE Inspection Services for all ACHA Properties

Proposals with all attached documentation and required forms are to be submitted no later than 3:00 p.m. EST on Tuesday November 21st, 2023. All bids received at 3:00 p.m. or prior will be publicly opened and read at the ACHA's Main Office located at 703 NE 1st Street, Gainesville, FL 32601.

If delivered in person, proposers shall be responsible for the delivery of proposals during the regular business hours of 8:00am to 5:00pm Monday through Thursday (closed from 12:00pm to 1:00pm for lunch) to the address noted below. Please allow plenty of time for delivery to ACHA.

**Alachua County Housing Authority
Attn. Ron Hall
703 NE 1st Street
Gainesville, FL 32601**

Proposals delivered via email shall be considered received as of the date and time received in the inbox of the Director of Operations Ron Hall using the following email address ron@acha-fl.com. Proposals sent to any other email address may be considered noncompliant.

How to Obtain Proposal Documents

Proposers can fully download documents from the ACHA website www.acha-fl.com/procurement or, if special accommodations are needed to receive the RFP documents, by contacting the Director of Operations Ron Hall at ron@acha-fl.com.

Questions regarding this RFP should be e-mailed to Ron Hall, Director of Operations Ron@acha-fl.com by 3:00pm local time on Tuesday November 14th, 2023 to allow time for a response to be made to all prospective bidders.

Section I – Introduction

This Scope of Work (SOW) outlines the requirements and expectations for conducting public housing unit inspections using the National Standards for the Physical Inspection of Real Estate (NSPIRE) Protocols. The purpose of this Request for Proposal (RFP) is to solicit qualified and experienced service providers to perform thorough inspections of public housing units to ensure they meet the required safety, health, and habitability standards set forth by the U.S. Department of Housing and Urban Development (HUD).

Background:

The Alachua County Housing Authority (ACHA) is responsible for managing and maintaining a portfolio of public housing units. In compliance with federal and state regulations and to ensure the well-being of our residents, regular inspections of these units are required. These inspections will be conducted in accordance with the NSPIRE Protocols, which provide comprehensive guidelines for assessing housing quality and safety.

Objectives:

The primary objectives of this project are as follows:

- 1.1 Conduct inspections of public housing units in accordance with the NSPIRE Protocols.
- 1.2 Identify and document any deficiencies or violations of housing standards.
- 1.3 Generate detailed inspection reports for each unit inspected.
- 1.4 Provide recommendations for corrective actions and follow-up inspections as necessary.
- 1.5 Ensure the safety and well-being of residents while maintaining the confidentiality of their personal information.

Section II-Information and Instructions

Submission Requirements

All proposals shall be marked:

NSPIRE Inspection Services for Alachua County Housing Authority

Proposals with all attached documentation and required forms are to be submitted no later than 3:00 p.m. EST on Tuesday November 21st, 2023. All bids received at 3:00 p.m. or prior will be publicly opened and read at the ACHA's Main Office located at 703 NE 1st Street, Gainesville, FL 32601.

If delivered in person, proposers shall be responsible for the delivery of proposals during the regular business hours of 8:00am to 5:00pm Monday through Thursday (closed from 12:00pm to 1:00pm for lunch) to the address noted below. Please allow plenty of time for delivery to ACHA.

Alachua County Housing Authority
Attn. Ron Hall
703 NE 1st Street
Gainesville, FL 32601

Proposals delivered via email shall be considered received as of the date and time received in the inbox of the Director of Operations Ron Hall using the following email address ron@acha-fl.com. Proposals sent to any other email address may be considered noncompliant.

Proposers shall include all supporting documents they want considered with their proposal. Proposers shall be responsible for the actual delivery of proposals during regular business hours as noted above. ACHA is not responsible for delays in delivery regardless of the form of delivery. Please allow plenty of time for delivery to ACHA. See Section 3.8 for further information.

- 2.1 Proposal Format: Proposals shall be submitted in the following format and include the following information.
 - 2.1.1 Company Profile and any information pertinent to the proposal
 - 2.1.2 Proposal Form
 - 2.1.3 Form HUD-5369-C – attachment 2
 - 2.1.4 From HUD-2992 – attachment 3
 - 2.1.5 References - attachment 4
 - 2.1.6 Section 3 Business Preference if claiming section 3 – attachment 5
 - 2.1.7 Non-Collusive Affidavit – attachment 6
 - 2.1.8 Florida Statutes on Public Entity Crimes – attachment 7
 - 2.1.9 Certification for a Drug Free Workplace – attachment 8
 - 2.1.10 Insurance Coverage Checklist – attachment 9
 - 2.1.11 attachments 1 and 10 are for reference only

- 2.2 Proposers will be notified in writing by the Alachua County Housing Authority (ACHA) of any change in the specifications contained in this RFP.
- 2.3 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding by ACHA. No employee of ACHA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- 2.4 Right of Rejection and Clarification: The ACHA reserves the right to reject any and all proposals, waive any informalities in the RFP and to request clarification of information from any proposer. The ACHA is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 2.5 Request for additional information: Prior to the final selection, proposers may be required to submit additional information which ACHA may deem necessary to further evaluate the proposer's qualifications.
- 2.6 Denial of Reimbursement: ACHA will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 2.7 Right of Withdrawal: A proposal may be withdrawn before the expiration of thirty (30) days from the proposal due date.
- 2.8 Right of Negotiation: ACHA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 2.9 Right of Rejection of Lowest Fee Proposal: ACHA is under no obligation to award this contract to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
- 2.10 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for ACHA, a description of the advantage to be gained or disadvantages to be incurred by the ACHA as a result of these exceptions.
- 2.11 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses – including attorney fees –

and otherwise hold harmless the ACHA, its employees, and agents from any liability of any nature or kind in regard to the delivery of services.

- 2.12 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports charts, and other documentation submitted by proposers shall become the property of ACHA when received.
- 2.13 Basis of Award: Proposals will be evaluated according to the following criteria and weight at a minimum:
- 2.13.1 Experience and qualifications (20%)
 - 2.13.2 Methodology and approach (30%)
 - 2.13.3 Pricing (20%)
 - 2.13.4 References (15%)
 - 2.13.5 Compliance with data security requirements (15%)
- 2.14 Selection Process: a selection panel appointed by the Executive Director or his/her designee will review the proposals. The selection panel and Executive Director shall be sole judge as to evaluation and ranking of proposals. Based on the responses, evaluation, and ranking, interviews may be conducted with selected proposers at our regularly scheduled Board of Commissioners meeting.
- 2.15 Proposed Time Schedule:
- 2.15.1 **Proposals with all attached documentation and required forms are to be submitted no later than 3:00 p.m. EST on Tuesday November 21st, 2023. All bids received at 3:00 p.m. or prior will be publicly opened and read at the ACHA's Main Office located at 703 NE 1st Street, Gainesville, FL 32601.**
 - 2.15.2 **If delivered in person, proposers shall be responsible for the delivery of proposals during the regular business hours of 8:00am to 5:00pm Monday through Thursday (closed from 12:00pm to 1:00pm for lunch) to the address noted in 2.15.1 above. Please allow plenty of time for delivery to ACHA.**
 - 2.15.3 **Proposals delivered via email shall be considered received as of the date and time received in the inbox of the Director of Operations Ron Hall using the following email address ron@acha-fl.com. Proposals sent to any other email address may be considered noncompliant.**
- 2.16 Questions: Questions regarding this Request for Proposal should be in writing and directed to:

Ron Hall, Director of Operations
703 NE 1st Street
Gainesville, FL 32601
Ron@acha-fl.com
Fax (352) 373-4097

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

Section III

Scope of Services

The Alachua County Housing Authority (ACHA) is seeking a qualified and experienced firm or individual to provide Unit Inspection Services for ACHA owned properties, common areas, administrative building, etc. as required under the NSPIRE protocol.

Alachua County Housing Authority Properties

Neighborhood	City	Buildings	Units
Cedar Ridge	Gainesville	2	12
Greentree (one building with separate roofs)	Gainesville	1	2
Hitchcock	Alachua	14	14
Meadowbrook	Newberry	30	30
Merrillwood	Alachua	49	49
Mill Run	Gainesville	3	12
Phoenix	Gainesville	6	12
Pine Forest	Gainesville	5	12
Pine Glade aka Dogwood Estates	Gainesville	1	1
Pine Tree Terrace	Waldo	18	18
Rocky Point	Gainesville	9	34
Sugarfoot	Gainesville	4	16
Thistle Hills East	Archer	15	15
Thistle Hills West	Archer	15	15
Tower Oaks	Gainesville	3	12
Westpoint	Gainesville	3	3

Total	178	257
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The selected service provider shall be responsible for the following:

3.1 Inspection Preparation:

- 3.1.1 With the assistance of ACHA, schedule inspections with residents in advance, ensuring minimal disruption.
- 3.1.2 Provide documentation of NSPIRE qualifications

3.2 On-Site Inspections:

- 3.2.1 Conduct thorough NSPIRE inspections of all public housing units.
 - 3.2.2 Document findings using the NSPIRE Protocols checklist.
 - 3.2.3 Take photographs as necessary to support inspection findings.
- 3.3 Reporting:
- 3.3.1 Prepare detailed inspection reports for each unit, including photos.
 - 3.3.2 Categorize deficiencies based on severity using NSPIRE scoring.
 - 3.3.3 Provide recommendations for corrective actions.
 - 3.3.4 Submit reports to the Alachua County Housing Authority within five (5) business days of the completion of the full inspection.
- 3.4 Resident Communication:
- 3.4.1 Maintain open and respectful communication with residents during inspections.
 - 3.4.2 Address resident concerns and questions promptly and professionally.
- 3.5 Data Security:
- 3.5.1 Ensure the security and confidentiality of all resident information collected during inspections.
 - 3.5.2 Comply with all relevant data protection regulations.
- 3.6 Qualifications and Requirements:
- 3.6.1 The service provider must have experience conducting housing inspections in compliance with federal and state regulations.
 - 3.6.2 The service provider's staff must be trained and, preferably, certified in the use of the NSPIRE Protocols.
 - 3.6.3 The service provider must have insurance coverage as noted above.
 - 3.6.4 The service provider must demonstrate the ability to maintain accurate and confidential records.

3.7 Timeline:

- 3.7.1 ACHA would like to commence inspections during the first week of January 2024. ACHA would like to have inspections completed by January 31st, 2024. ACHA will arrange the time frame with the awardee.
- 3.7.2 Submit reports to the Alachua County Housing Authority within five (5) business days of the completion of the full inspection.

Submittal of Qualifications: Proposal format may follow these basic guidelines.

3.8 Describe in detail:

- 3.8.1 Qualifications of the firm; and the company personnel to whom the task will be assigned, as well as any back-up personnel.
- 3.8.2 Company background
- 3.8.3 Experience and years of service in conducting housing inspections, especially using the NSPIRE Protocols.
- 3.8.4 Copy of any licenses and certifications
- 3.8.5 Proposed methodology for conducting inspections
- 3.8.6 Proposed pricing structure
- 3.8.7 References with names, addresses and phone numbers of previous clients who can be contacted by ACHA for discussion of service provided.
- 3.8.8 Proof of liability insurance
- 3.8.9 Any additional remarks/comments the company wishes to make to elaborate their proposal.

Proposers shall include all supporting documents they want considered with their proposal. All documents shall be submitted to Ron Hall, Director of Operations to 703 NE 1st Street Gainesville, FL 32601. ACHA is not responsible for delays in delivery regardless of the form of delivery. Please allow plenty of time for delivery to ACHA.

Proposals with all attached documentation and required forms are to be submitted no later than 3:00 p.m. EST on Tuesday November 21st, 2023. All bids received at 3:00 p.m. or prior will be publicly opened and read at the ACHA's Main Office located at 703 NE 1st Street, Gainesville, FL 32601.

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PROPOSAL FORM

(To be copied on Proposer's Business Letterhead)

Ron Hall, Director of Operations
703 NE 1st Street
Gainesville, FL 32601

Dear Mr. Hall:

The undersigned contractor, here-in-after called "Proposer" proposes to provide unit inspections in accordance to HUD's NSPIRE standards, for Alachua County Housing Authority Properties located in Alachua County Florida, in full accordance with the RFP documents.

The Proposer submits the following prices:

Per Unit Inspected \$_____

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

That the above proposal shall remain in full force and effect for a period of thirty (30) consecutive calendar days after the time of the opening of this proposal, and that the Proposer will not revoke or cancel this proposal or withdraw from the competition within said thirty (30) day period.

Signature

Date

IN WITNESS WHEREOF, the Proposer has hereunto set his/her signature this _____ day of _____, 2023.

By: _____

NOTE: See Section 2.1 of the proposal documents for a list of documents to be included

ATTACHMENT 1

HUD Instructions to Offerors Non-
Construction

Form HUD-5369-B

Instructions to Offerors Non-Construction

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



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1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT 2

Certifications and Representations of
Offerors

Form HUD-5369-C

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT 3
Certification Regarding Debarment and
Suspension
Form HUD-2992

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: 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 its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

ATTACHMENT 4 REFERENCE FORM

REFERENCE FORM

Proposer: _____

RFP Title: _____

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

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

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

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

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

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

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

ATTACHMENT 5

Certification for Business Concerns Seeking Section 3 Preference

Optional – only complete if claiming a section 3 preference

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:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For Business entity as applicable:

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

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
than years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less
3 years from date of employment |

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

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

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

ATTACHMENT 6

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

_____, does hereby state:
(Name)
S/He is the _____ of
(Owner, Partner, Officer, or Representative)
_____, hereinafter referred to as Contractor.
(Business Name)

1. S/He is fully knowledgeable of the preparation and contents of the Subcontractors proposals which were submitted to (Contractor) : _____, for the specific work required in connection with a Alachua County Housing Authority (ACHA) project titled _____ and located at: _____.
2. Said Contractor's proposal is genuine and is not a collusive or sham proposal;
3. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contractor has in any manner, directly or indirectly, sought by unlawful agreement or connivances with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against ACHA, or any person interested in the proposed Contract; and
4. The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____

ATTACHMENT 7

Florida Statutes on Public Enemy Crimes

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

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

1. This sworn statement is submitted with Bid, Proposal, or Contract # _____.
2. This sworn statement is submitted by (*entity*) _____, whose business address is _____ and (*if applicable*) Federal Employer Identification (*FEIN*) is _____ (If you're a sole proprietor and you have no FEIN, then the last four (4) digits of your Social Security number _____).
3. My name is _____ and the relationship to the entity named above is _____.
4. I understand a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand "convicted" or "conviction" as defined in Paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, I any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Alachua County Housing Authority (ACHA) ownership by one of the shares constituting income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under the length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand a "person" as defined in Paragraph 287.133(1)(e), Florida Statute, means any natural person or entity organized under the laws of the state or the United States with the

Alachua County HOUSING AUTHORITY
Request for Proposal for Unit Inspection Services

legal power to enter into a binding contract for provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

(Date)

STATE OF FLORIDA
COUNTY OF _____

_____, PERSONALLY
APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 201____, and is personally known to me, or has provided _____ as identification.

(Notary Signature)

NOTARY STAMP



ATTACHMENT 8
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE
REQUIREMENTS

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Contractor _____

Contract _____

Contractor _____

Date _____

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

Place of Performance:

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

(Contractor's Signature)

(Date)

ATTACHMENT 9

Insurance Coverage Checklist

INSURANCE COVERAGE CHECKLIST

TO THE PROPOSER:

Please list the amount of insurance coverage that your firm or as an individual independent contractor currently carries as required for the services being proposed and by applicable law.

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

PROPOSER'S STATEMENT

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

(Signature)

(Date)

Name (Printed or Typed)

ATTACHMENT 10

Access to Records Statement

Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the VENDOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the VENDOR is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the VENDOR. As stated below, the VENDOR may contact the ALACHUA COUNTY HOUSING AUTHORITY'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the VENDOR is advised to seek independent legal counsel as to its legal obligations. The ALACHUA COUNTY HOUSING AUTHORITY cannot provide the VENDOR advice regarding its legal rights or obligations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Ronald Hall
- ii) 352-372-2549 ext 512
- iii) Ron@acha-fl.com
- iv) Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

If, under this Agreement, the VENDOR is providing services and is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Florida Statutes Section 119.011(2), the VENDOR shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the services.
- ii) Upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, provide the ALACHUA COUNTY HOUSING AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in

Chapter 119 Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the ALACHUA COUNTY HOUSING AUTHORITY.
- iv) Upon completion of the Agreement, transfer at no cost to the ALACHUA COUNTY HOUSING AUTHORITY, all public records in possession of the VENDOR or keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the service. If the VENDOR transfers all public records to the ALACHUA COUNTY HOUSING AUTHORITY upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ALACHUA COUNTY HOUSING AUTHORITY, upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the ALACHUA COUNTY HOUSING AUTHORITY.

Failure of the VENDOR to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the ALACHUA COUNTY HOUSING AUTHORITY.