

# Request for Qualifications

Renaissance Village Apartments  
3140 Franklin Street  
Jacksonville, Florida 32206

May 21, 2010



Ability Housing of Northeast Florida, Inc.  
126 West Adams Street, Suite 502, Jacksonville, Florida 32202  
[www.abilityhousing.org](http://www.abilityhousing.org)

## **I. Project Overview**

Ability Housing of Northeast Florida, Inc. (“Ability Housing”) acquired Renaissance Village Apartments in April, 2010. Formerly known as Brandywine Court Apartments, Renaissance Village is an abandoned 52-unit apartment complex, located in Jacksonville’s Longbranch community.

The property consists of two residential buildings, one with 24 units and the other with 28 units. The unit mix consists of 16 2-bedrooms and 1-bathroom units with approximately 735 square feet and 36 3-bedrooms and 1-bathroom units with approximately 900 square feet.

The property is to be substantially rehabilitated utilizing Neighborhood Stabilization Program (“NSP”) funding, administered by the City of Jacksonville Housing and Neighborhoods Department.

In conjunction with the NSP program, the City of Jacksonville contracted with Montgomery Land Company to conduct a thorough assessment of the property and provide recommended specifications for the property’s rehabilitation.

In March, 2010, Ability Housing contracted with Rink Design Partnership, Inc. to be the Architect of Record for the project. In April, 2010, Ability Housing was notified of the corporate dissolution of Rink Design Services, Inc. Ability Housing is therefore seeking to engage another firm to design and facilitate the redevelopment of the property.

## **II. Scope of Services**

This is a Request for Qualifications (RFQ) for consultants to provide architect, engineering and all other professional services necessary for the substantial rehabilitation of the project. All work must be conducted in accordance with NSP requirements, additional information is provided in Exhibit A.

Ability Housing is seeking professional architectural and engineering services in the design and rehabilitation of the property. Services shall include:

- Schematic/preliminary design
- Design development drawings
- Construction/contract documents
- Bidding
- Project administration

Selected firm shall be the Architect of Record for the project. Firm shall be responsible for architectural and engineering services associated with the project.

Submission of a proposal is certification that the respondent is familiar with the City of Jacksonville NSP requirements and shall provide services in conformance with that program’s requirements, see Exhibit A for additional information.

The selected firm shall work in conjunction with the City of Jacksonville's NSP Team and utilize the property assessment conducted by Montgomery Land Company in determining the rehabilitation needs of the project. A disc containing the assessment report and recommended specifications may be obtained from Ability Housing; a duplication fee of \$20 shall be charged.

Anticipated building design includes but is not limited to: architectural design of the buildings including extensive façade improvements; design of all building electrical, mechanical and plumbing systems; and estimation of project construction cost. Architect shall provide all drawings, specifications, and bid documents necessary for bidding and completing the development and construction of this project.

Anticipated site design includes but is not limited to: boundary and topography survey work needed to provide a base plan including geotechnical analysis of site with regard to soil bearing capacity, location of rock and/or unsuitable base materials; development of site plans, and erosion control plans; the design of any retention/detention basins and associated structures and the provision of all necessary hydrology studies; design of storm, sanitary sewer, and/or septic systems needed to service the building or site; design of a balanced grading plan with the provision of cut and fill calculations; design for the provision of all water (including fire services lines and hydrants), telephone, electric, data communication, and gas service to the building; design of landscape planting; design of vehicular and pedestrian circulation system; and design of exterior security and pedestrian system lighting.

Anticipated construction administration services include but are not limited to: acquisition of building development permits (this does not mean paying the associated fees); attend pre-bid conferences as required; evaluate bids and provide a recommendation for contract awards; conduct pre-construction conferences as required; acquisition of geotechnical and materials testing services as needed; conduct regular site inspections and attend scheduled site meetings; provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress including a written report to the owner every two weeks at a minimum until final acceptance of work; provide shop drawings and review other necessary contractor's submissions; process payment applications, lien wavers, permit acquisition, occupancy certificates, and warranty packages; provide revised plans to compensate for construction problems which arise due to insufficiency of information on the construction documents; work with contractors and make recommendations to owner to resolve conflicts and problems that may arise during the course of the projects; evaluate requests for changes in the project, exclusive of design services, and if necessary recommend supplement agreements; participate in the final inspection of the project for compliance with contract documents including all mechanical systems.

Some of these services, including civil engineering, have already been provided by sub-consultants in conjunction with the prior contract with Rink Design Partnership, Inc. Respondents able to utilize existing information, including that of former Rink Design Partnership, Inc. sub-consultants, shall be recognized for ability to reduce project costs.

A detailed Scope of Services defining exact performance requirements and schedule for completion of each phase will be developed during negotiations with the selected firm.

### **III. Budget and Timeline**

The Budget for the substantial rehabilitation of Renaissance Village Apartments, inclusive of all General Contractor profit, general conditions, etc., is \$5,000,000.

Respondents should anticipate beginning work on this project no later than August 1, 2010. It is expected bid documents will be available by November 30, 2010, a General Contractor selected by March 1, 2011 and construction commencing by April 1, 2011.

The actual production schedule will be established during negotiations with the selected firm.

### **IV. Request for Qualifications**

The respondent shall, at a minimum, include the following information demonstrating the respondent's qualifications to complete the needed service. It is recommended respondents review the selection criteria contained in Section V of this RFQ to determine the best format for providing the required information.

All information requested is required. Submission of a proposal is certification to the factual truth of all information presented.

#### Minimum Qualifications

License

Insurance (see Section IX)

Experience with multi-family rehabilitation

#### Firm

Name of Firm

Address

Name and Title of Respondent

Years in Business

Date of Incorporation

State of Incorporation

Firm's Insurance Coverage

List names and addresses of all officers as well as the firms that each has been associated with as officers during the past ten years.

#### Proposed Project Team

Respondents should include a resume of each person who will bear primary work responsibility for the project. Identify each such person's participation in past projects with the firm (or under separate employment) that may specifically qualify them to provide the services.

Please identify proposed sub-consultants and/or sub-contractors who will be involved in the project, if any. Include the resume and past project information for each.

As the project is being funded with NSP funds, the project is subject to certain federal and local requirements. A list of requirements associated with contractors and consultants is provided in "Exhibit A". It is the respondent's responsibility to be familiar with NSP requirements. Submission of a proposal is agreement to meet all federal and local requirements associated with the project.

#### Section 3 Respondents

Respondents that qualify as a Section 3 Resident or Business Concern should submit a Section 3 Business Application Certification of Business Concerns Seeking Section 3 Preference in Contracting Form or Section 3 Resident Preference Claim Form, provided in "Exhibit D".

### **V. Selection Process**

The Real Estate Committee of the Ability Housing Board of Directors shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as nonresponsive.

The response to each of the criterion will be evaluated relative to other responses received and awarded a score of 1 through the maximum points for that criterion.

Responses to each of the criterion will be limited to the number of pages (single sided = 1 page, double sided = 2 pages) shown for each category. The font used should be legible and no smaller than an Arial 10. Responses using smaller fonts will be rejected.

Unless there is a clear statement that the respondent is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime respondent with whom Ability Housing would contract and all other firms shown as team members would be sub-consultants.

Joint Venture proposals will be scored in categories C, E, F and G by totaling each firm's individual score multiplied by the corresponding percentage of participation in the respective joint venture.

Responses received within the established deadline, which meet the submission requirements of the RFQ, shall be evaluated by a committee on the basis of the criteria set forth below. The committee will evaluate each response in a fair and impartial manner, on its own merit.

**A. Competence, including technical education, licensure and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons and, where applicable, the relationship of construction cost estimates by the person to actual costs on previous projects. (10 Points maximum score, 3 Pages)**

Provide written documentation which demonstrates that the respondent meets all of the Minimum Requirements contained in Section IV of this RFQ.

List the categories in which respondent is legally qualified to do business; include licenses and registrations where applicable.

Provide number and size of staff, and names and resumes of those individuals to be assigned to the project. Discuss overall experience of staff as it relates to the services being sought.

Provide the name and office locations of any sub-consultants proposed to be used on these services, and the estimated percentage of the work, which will be done by each such sub-consultant. Evaluation of competency criterion will include a consideration of any proposed sub-consultants.

Provide description of respondent's equipment and facilities, which will be used to perform these services.

Discuss the extent of repeat business the respondent has achieved. Discuss whether respondent has ever defaulted on a contract, failed to complete any work awarded, or been involved in work-related litigation.

Provide any other documentation, which the respondent believes, documents its competency to perform the requested services.

**B. Recent, current and projected work load. (10 Points maximum score, 3 Pages)**

Provide number and size of projects currently being performed in the project office, personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss ability of firm to undertake multiple concurrent projects and contracts given its current workload.

**C. Financial responsibility. (10 Points maximum score, 2 Pages)**

Provide form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank references; any other information the applicant may wish to supply to verify financial responsibility. A Dunn and Bradstreet Credit Report or a financial statement including a balance sheet for the most recently completed Fiscal Year must be submitted in order to score maximum points in this criterion. Complete financial information is required for every joint venture partner.

**D. Ability to observe and advise whether plans and specifications are being complied with, where applicable. (10 Points maximum score 3 Pages,)**

Describe ability and experience of respondent and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services. Evaluation of this criterion will also consider the respondent's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

**E. Past and present record of professional accomplishments and past record of performance. (10 points maximum score, 4 Pages)**

Provide list of completed projects similar in scope to projects under consideration previously performed by respondent with references to include owner's contact person with their contact information. Describe any outstanding accomplishments of the respondent that relate to the specific services being sought. In addition to the 4 pages allowed, submit any letters of commendation or awards which reflect the professional accomplishments of the respondent.

Responding to this evaluation criterion necessitates that respondents include statements of their past and present record of professional accomplishments or performance on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. Respondents are requested to state with specificity whether or not, within the past five years, they have provided the scope of services contemplated herein within the State of Florida.

List only those projects where the respondent was the prime respondent (not a sub-consultant). Provide a self-assessment of the respondent's performance on each project.

**F. Proximity to the project involved. (10 Points maximum score, 1 Page)**

Disclose location of the respondent's corporate headquarters. If respondent's corporate headquarters are located in Jacksonville, no further information is required under this criterion and maximum points will be awarded.

If respondent's corporate headquarters are not located in Jacksonville, please indicate whether respondent maintains a branch office in Jacksonville. If so, please indicate how long the Jacksonville branch office has been in existence and the number of qualifying employees in the branch office. (Note: Qualifying employees are those who are assigned to the Jacksonville branch office and have lived in the Jacksonville area for the previous twelve (12) months). Respondent shall submit a proposed staffing plan for the local office in their response to the RFQ.

If the respondent's corporate headquarters are not located in Jacksonville and respondent does not maintain a Jacksonville branch office, the response should so clearly state. Minimum points will be awarded in this criterion in this instance.

The selected respondent will be required to verify its location by furnishing, prior to execution of an Agreement for professional services, a photo-copy of a current Occupational License issued by the Tax Collector of Duval County.

A local office is not required in order to respond to this RFQ, but one must be established prior to execution of a contract and a proposed local office staffing plan (cross referenced to key resumes include in Criteria "A") must be provided in the respondent's response. If no staffing plan is provided, the resulting score will be zero.

**G. Past and present demonstrated commitment to small and minority businesses and contributions toward a diverse market place. (10 Points maximum score, 2 Pages)**

This evaluation criterion is intended to solicit responses from respondents that indicate their past and present commitment to minority, women-owned, small, and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the respondent's:

1. Commitment to diversity among the directors, officers, members and/or employees that make up its firm;
2. Commitment to diversity within its community and beyond;
3. Commitment to and/or utilization of minority, women-owned, small and emerging business on past projects.
4. Commitment to and/or utilization of minority, women-owned, small and emerging business for the project solicitation in question.

Additionally, the respondent is to indicate, to the greatest extent feasible, that they will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns. Information on Section 3 is available on the City of Jacksonville website, [www.coj.net](http://www.coj.net).

**H. Ability to design an approach and work plan to meet the project requirements. (20 Points maximum score, 6 Pages)**

Describe respondent's understanding of the project for which it is submitting a response, including proposed methodology in production of each. Include how work already conducted by sub-contractors of Rink Design Partnership, Inc. shall be incorporated into the project so as to reduce duplication of services. Discuss any problem areas the respondent may have detected and proposed solutions, production schedule, and potential savings in either professional fees or construction costs by innovative and/or best practices approaches. Response to this criterion should be project specific rather than generic.

Respondent shall also disclose its anticipated Section 3 and Jacksonville Small and Emerging Business participation as part of this Criterion.

**I. An overall willingness to meet both time and budget requirements for the project. (10 Points maximum score, 2 Pages)**

Provide statements and references demonstrating that the respondent met both time and budget requirements on projects of similar size and scope that were completed by the

respondent within the past three years and that the respondent is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the respondent ("Reference Projects"). As part of its response to this evaluation criterion, the respondent:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. submit, without limitation, project narratives, schedules, cost and fee summaries and owner references for any Reference Projects.

For references, provide name, address, phone number and email address of client representatives for at least three projects you have completed which you consider closely related to this project. Briefly describe the scope and budget of each project.

Describe what process and/or procedure respondent will use to keep the owner informed as to the status of the project.

**J. Section 3 respondents (5 Points maximum score, 2 Pages)**

Respondents that qualify as a Section 3 Resident or Business Concern must submit the applicable documentation confirming their status as a Section 3 respondent. Respondents that do not qualify as a Section 3 respondent are not eligible for points in this evaluation criterion.

**VI. Selection Timeline**

Ability Housing anticipates the following process and schedule to select an Architect of Record for the Renaissance Village Apartments project:

Issue RFQ	May 24, 2010
Pre-bid conference*	May 28, 2010
RFQ responses due	June 14, 2010
Phone interviews	June 24-25, 2010
In person interviews	June 28-29, 2010
Recommendation to board	July 1, 2010
Selection announced	July 6, 2010

The above schedule is subject to change.

\*The Pre-Bid Conference will be held at 214 N. Hogan St. 8<sup>th</sup> Floor, Board Room #851 beginning at 10 am.

Firms selected for interviews shall be asked to provide a sample/proposed contract prior to the interview.

**VII. Instructions**

Responses to this RFQ must be received by Ability Housing at its offices by 3:00p.m. on June 14, 2010. The address of the Ability Housing office is:

Ability Housing of Northeast Florida  
126 West Adams Street, Suite 502  
Jacksonville, FL 32202  
Attn: Micheal Cochran

**VIII. Additional Requirements**

Questions regarding this RFQ should be directed via email to Ability Housing at: mcochran@abilityhousing.org

Ability Housing reserves the right to reject any and all RFQ responses for any reason or no reason. Submissions will not be returned to applicants and will become the property of Ability Housing once submitted.

No person or entity may submit more than one (1) RFQ response, either directly or by agent.

Expenses incurred in the preparation of the RFQ responses are borne by the applicant with the understanding that the applicant may not apply to Ability Housing for reimbursement.

Each RFQ response must be submitted as follows:

- a. three (3) original 8.5" x 11" copies;
- b. one (1) digital copy (preferably PDF on a compact disk) of the submission;
- c. Each submission must be accompanied by a cover letter, executed signed by an authorized person, which includes the e-mail address to which a confirmation of receipt may be sent.

Faxed or e-mailed submissions will not be accepted.

**IX. Insurance Requirements**

Should Ability Housing select the proposal for this project, the selected firm shall procure and maintain, at its sole cost and expense, during the term of this agreement, insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease
Comprehensive General Liability	\$2,000,000 General Aggregate \$2,000,000 Products/Comp Ops. Aggregate \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$100,000 Fire Damage \$5,000 Medical Expenses
Builder Risk Policy	Value of the Building Replacement Costs Maximum Deductible of \$10,000
Automobile Policy	\$1,000,000 Limit

Ability Housing shall be named as an additional insured under the Comprehensive General Liability Insurance coverage.

In addition to the above-described insurance coverage, the selected firm shall provide any additional insurance coverage as requested by Ability Housing. The selected firm shall include a Waiver of Subrogation on all required insurance in favor of Ability Housing.

Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with a minimum A.M. Best Rating of A- VII or better. Prior to entering the property, certificates of insurance evidencing the maintenance of said insurance shall be furnished to Ability Housing. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Ability Housing. Any indemnification provisions in this agreement are separate and apart and in no way limited by the insurance amounts stated above.

Anything to the contrary notwithstanding, the liabilities of the selected firm under this agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the selected firm shall relieve the selected firm from responsibility to provide insurance as required by the contract.

#### **X. Indemnification Agreement**

Ability Housing, at its sole discretion, will require ALL OR A PORTION OF the following indemnification clause to be made part of the Agreement entered into with the Selected Firm.

1.01. The selected firm, and without limitation, its employees, agents, and consultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend Ability Housing, including without limitation, its officers, directors, employees, representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

1.01.01. General Tort Liability, including without limitation any and all claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to the Indemnifying Parties' performance of this agreement or work performed thereunder; and

1.01.02. Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the

Indemnifying Parties' actions or activities that result in a violation on any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this agreement by the Indemnifying Parties at any time on or after the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Ability Housing will be entitled to control any remedial action, any proceeding relating to an environmental claim; and

1.01.03. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

1.01.04. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this agreement or any other any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this agreement.

1.02. The indemnifications in Section 1.01., are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 1.02., relating to indemnification, shall survive the term of this agreement, and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this agreement.

## EXHIBIT A

### Neighborhood Stabilization Program

Respondent shall be responsible for ensuring compliance with all NSP program requirements. Information on the NSP program and related requirements can be found on the City of Jacksonville website, [www.coj.net](http://www.coj.net).

Respondent agrees to comply with all provisions of the following laws, regulations, policies, and codes.

- a. Equal Opportunity Employment: Obligations of Contractors and Subcontractors (Executive Order 11246, implemented at 41 CFR Part 60)
- b. Section 3 Economic Opportunity: Economic Opportunities for Low- and Very Low-Income Persons (Section 3 of the Housing and Urban Development Act of 1968, implemented at 24 CFR Part 135)
- c. Minority/Women Employment (Executive Orders 11625, 12432, 12138, and 24 CFR 85.36)
- d. Davis-Bacon: 92.354, Davis-Bacon Act (40 U.S.C. 276a – 276a-5)
- e. Copeland Anti-Kickback Act (40 U.S.C. 276c)
- f. Conflict of Interest (92.356, 24 CFR 85.36 and 24 CFR 84.42)
- g. Suspended or Debarred Contractors (24 CFR Part 5)
- h. Adhere to all building code, Fair Housing Act, Americans with Disabilities Act, HUD's Housing Quality Standard guidelines and Section 504 (of the Rehabilitation Act of 1973) requirements
- i. Jacksonville Small and Emerging Businesses Program
- j. Any other rules, laws, regulations, or requirements as may be deemed necessary or required by the entities providing financing

## EXHIBIT B

### Section 3 Clause

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT C

The Section 3 Business Application Certification of Business Concerns Seeking Section 3 Preference in Contracting Form and Section 3 Resident Preference Claim Form are attached.



## SECTION 3 RESIDENT PREFERENCE CLAIM FORM

### Eligibility for Preference

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient, contractor, or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, \_\_\_\_\_, am a legal resident of Duval County  
(NAME)

and qualify as a Section 3 Resident because I am a public housing resident OR I meet the income guidelines as published at the bottom of this form. I have attached the following documentation as evidence of my status. (Check One):

- |  |  |
|--|--|
| <input type="checkbox"/> Drivers License or State ID<br>with current address                 | <input type="checkbox"/> Proof of public housing residency |
| <input type="checkbox"/> Copy of Evidence of participation<br>in a public assistance program | <input type="checkbox"/> Other Evidence                    |

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
 Address \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Project Name \_\_\_\_\_

### FY 2009 FAMILY INCOME GUIDELINES

#### \$65,100 Median Family Income

Family Size	Extremely Low Income	Very Low Income
1	\$13,700	\$22,800
2	\$15,650	\$26,050
3	\$17,600	\$29,300
4	\$19,550	\$32,550
5	\$21,100	\$35,150
6	\$22,700	\$37,750
7	\$24,250	\$40,350
8	\$25,800	\$42,950

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**FORM 2**