

Request for Qualifications

TECHNOLOGY PARK –Incorporate Solar Design and Art into Signature Piece Art along with Inter-active Learning Kiosks Describing and Displaying in Real Time the Sustainability Designs Incorporated into the Encore Property.

Solicitation No: **FY17-RFQ-01**

Issue Date: **August 30, 2017**

Submission Deadline: **Monday, October 2, 2017 2:00 pm (EST)**

Board of Commissioners:

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HOUSING AUTHORITY OF THE CITY OF TAMPA

ENCORE DEVELOPMENT

REQUEST FOR QUALIFICATIONS (RFQ)

TECHNOLOGY PARK –Incorporate Solar Design and Art into Signature Piece Art along with Inter-active Learning Kiosks Describing and Displaying in Real Time the Sustainability Designs Incorporated into the Encore Property.

Issue Date: **August, 31, 2017**

Deadline for Submitting Questions: **September 11, 2017, 12:00 Noon (EST)**

Response Due Date: **October 2, 2017, 2:00 PM (EST)**

SOLICITATION #: FY17-RFQ-01 ENCORE SOLAR TECHNOLOGY PARK

The Housing Authority of the City of Tampa (THA) is soliciting performance based, design and build turnkey qualified services/businesses (“Respondents”) to develop, design, fabricate, deliver, implement and install, onsite renewable energy technology that generates electricity from solar energy at the Encore Technology Park. In particular, The Tampa Housing Authority is looking for unique solar art designs that stand out and draw attention to the Encore Experience, expressing the Encore’s enthusiasm for art, music, history, education, and community, while utilizing energy sustainably.

The Solar Art will be designed and installed as free standing with interactive animation that provides real-time educational information on the renewable technology associated with the PV system, district chiller plant and the storm water vault within the Encore. Respondents are encouraged to partner with other third party entity for specialized installation. Respondents must demonstrate the ability to come up with the requisite design, be idealistic, creative to provide a performance based construction documents for built-in interactive educational kiosks for energy sustainability efforts at the Encore. The firm will be strong in creative design that is responsive for use in performing the work described in the Scope of Services set forth in this Solicitation and possesses significant experience in successfully performing comparable work.

Background and Scope of Services

The objective of this Request for Qualification (“RFQ”) is to identify and select the best qualified team demonstrating artistic creativity interfacing with photovoltaic (PV) system supplier/installer/contractor for the design, installation, operation and maintenance.

The scope of services provided by the Respondent shall include all tasks required to design, fabricate, deliver, install, operate, and maintain the solar photovoltaic electric generating system for the project. The scope of services shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, taxes, services, and equipment necessary to produce a fully operational solar PV system.

The proposal shall contain a detailed explanation of the complete project and a delineation of all tasks to be performed by the awarded Contractor, assuring that project performance vision and expectation will be achieved.

Site Description

The Solar Garden at the Technology Park is located in the Northeast corner of the 28+ acre Encore site, which has been master planned and redeveloped as a LEED ND Gold Development. The redevelopment efforts resulted in the replacement of the affordable housing complex of former Central Park Village, Public Housing development, to provide new mixed-income, mixed-used developments. The site is subdivided into twelve (12) lots consisting of five (5) rental housing developments, hotels, condominiums, office, retail, grocery, middle school and the 18,000sf area of the Technology Park of which 2000sf, consisting of the open area of the vault, is already fitted with PV system. The remaining 16,000sf, the park, and one of the subjects of this RFP, will be reconfigured with free standing solar art structures and other creative animated interactions as enumerated above.

Design, Engineering, and Permitting

Design/engineer the solar PV system and interactive educational kiosks, utilizing solar energy resources, taking into consideration existing site conditions.

Provide design documents that provide the following minimum information:

- Timeline/Project Schedule
- System description
- Equipment details and description
- Layout of installation
- Layout of equipment
- Selection of key equipment

- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Performance of equipment components, and subsystems
- Integration of solar PV system with other power sources
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation including interactive education stations
- System performance monitoring

Submit design documents to the Tampa Housing Authority for review and approval prior to fabrication or delivery. All underground conduits shall be hot-dipped, galvanized steel conduit, dichromate-coated inside and out after galvanizing. Raceway methods & routing shall be approved by THA. Identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring
- Efficient operation
- Low operating losses
- Secured location and hardware
- Compatibility with existing facilities
- Avoidance of flood-prone areas
- Visual harmony

Awarded Contractor will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the THA. The THA will become the signatory on applications, permits, and utility agreements only where necessary. The awarded Contractor will complete and submit in a timely manner all documentation required to qualify for available rebates and incentives.

Installation

Supply all equipment, materials, and labor necessary to install and complete the solar PV systems project and integrate them with other power sources.

Electrical Interconnections

Supply and install all equipment required to interconnect the solar PV systems s. The awarded Contractor will fulfill all application, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the awarded Contractor

Commissioning and Acceptance Testing

During the start-up, THA, and/or its independent engineer/consultant, shall observe and verify each system performance. Required commissioning and acceptance test services include:

- Starting up the solar PV systems until it achieves the performance requirements
- Conducting the performance testing over a consecutive twenty-four (24) hour period
- Conducting the successful delivery of power within thirty (30) days following completion of the system, meeting each benchmark.

Operation and Maintenance Manuals and As-Built Drawings

1. Provide three (3) sets of operation, maintenance, and parts manuals for the solar PV system. The manual shall cover all components, options, and accessories supplied. It shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment.
2. Provide three (3) sets of as-built drawings including one (1) on CAD. These requirements shall be delivered prior to acceptance of the solar PV system.
3. Provide a projection of financial impact or price for operating and maintaining the PV system on the Owner's behalf for a five (5) year service term.

Perform all required maintenance activities, including warranty repair work and equipment replacement including, but not limited to, inverter replacement in order to keep the system operational.

Technology Park

The Encore Technology Park is a component of the overall Encore master plan development within the Tampa's downtown district. It is a project that has completely transformed a brownfield site within the urban core of a major metropolitan community. The development envisioned self-sufficiency in sustainable utilities. It is a small walk through park that features a District Cooling System, a Storm Water Vault, Photovoltaic Systems, and Educational Kiosks to provide education on each of these processes. These systems conserve and sustain energy, water, and the environment. The Technology Park highlights why the Encore stands out as an exceptional mixed-income community contributing to a modern consciousness of practicing sustainability, conservation and safe environmental responsibility for residents to be proud to share. Technology Park is an insightful use of space sitting on top of a 35,000 cubic feet storm water vault with capacity for over 250,000 gallons of storm water, enough to

prevent any storm water from leaving the Encore site. The park and the stormwater vault occupy a unified space of 18,000 SF of coverage area. The vault's open area of 2000 sf is covered with roughly 100 pieces of photovoltaic (PV) system for solar energy, while the remaining 16,000 sf dedicated to for park space. As a center for education of sustainable installations, the Technology Park should be designed to accommodate the following interactive technology:

Unique and creative signature artwork

Learning Station kiosks targeting multi-level age groups explaining energy and environmental efforts encompassed in Encore design. Examples: real time solar kW production, Chiller BTU/kW production, chilled water supply and return temperatures, storm water vault level, LEED, Water Star etc.

Other comparative and competitive installations that are designed to encourage “green technology” education should be proposed.

Monitoring

Monitoring of system performance and providing public education and outreach is a required element of the RFQ.

Provide a turnkey data acquisition and display system that allows the THA and its team to monitor, analyze, and display historical and live solar electricity generation data. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- System availability
- Average and accumulated output
- Capacity factor
- Degradation
- Cost avoidance

The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet or telephone from the site to a server managed by the Contractor with oversight, engagement and communication to THA Energy Services and IT Departments. Data storage, management, and display will be the responsibility of the Contractor.

Warranties and Guarantees

All installation must be accommodated with full warranty of labor and materials for a period of five years. Respondent shall also identify any warranty required to qualify a system for available rebates or incentives, including qualification for Green-e Tags. Warranty package shall be provided in triplicates, showing details of all applicable information on materials and equipment installed and extent of warranty, contact information and procedures for processing warranty items.

Project Requirements

Licensing

Respondent must be properly licensed in the State of Florida for not less than 10 years of proven successful performance of similar work. A copy of the Respondent's active license in the State of Florida must be submitted with the Proposal and the license expiration date appear on

Design Survey

The awarded Contractor will perform all design survey to a level of accuracy appropriate to provide sufficient ground truth for project. The plans shall show all the existing property lines, public right-of-way, easements, and utilities. It will be the awarded Contractor's responsibility to contact and coordinate all public utilities (e.g. Tampa Electric, TECO Gas, Verizon, etc.) to determine the location of their utilities within the project area. The awarded Contractor will be required to investigate (x-ray, magnetic imaging etc.) all penetrations made in existing building elements (core drilling or saw cutting) to ensure the structure is not damaged.

Geotechnical Investigation

The awarded Contractor shall provide a geotechnical investigation as an integral part of the design of all proposed developments. The awarded Contractor shall evaluate subsurface conditions which will influence bearing capacities, expansiveness, and settlement potential. The level of effort involved shall be sufficient to enable the awarded Contractor to ascertain significant over-excavation, backfill compaction, corrosion protection, seismic, and other special requirements, and provide design criteria recommended for the project design.

Underground Facility Verification

Potholing of existing utilities that may be in conflict with this design will be required as the responsibility of the Contractor. The awarded Contractor shall pothole the areas needed to prepare the design. The awarded Contractor shall coordinate with utility companies to have the utilities marked out prior to potholing. The awarded Contractor shall also be responsible for obtaining necessary encroachment permits from the applicable cities or other local agencies for the potholing. The awarded Contractor shall prepare all traffic control plans required in conjunction with encroachment permits.

The awarded Contactor will prepare all necessary Florida Environmental Quality Act (FEQA) documentation. The Housing Authority with its team will assist, where necessary, the awarded Contractor in the preparation of the Initial Study/Environmental Checklist. The awarded Contractor will act as the responsible agency in the FEQA documentation.

Codes, Standards, and Methodologies

All products and components outlined herein must conform to codes, standards, and rating methodologies:

1. PV modules specified in the RFP must be certified by Solar America Board for Codes and Standard, Renewable Portfolio Standard (RPS) and Renewable Electricity Standard (RES).
2. Proposed PV modules may not utilize hazardous materials i.e. Cadmium or other hazardous materials.
3. Rated PV system capacity – must be specified in direct current (DC) kilowatts peak STC, PTC, and SO (system output).
4. Must comply with UL certification.
5. Must comply with current National Electrical Code.
6. Must provide PV module efficiency and how it is calculated.
8. Must comply with wind uplift requirements per the American Society of Civil Engineers Standard for minimum Design Loads for Buildings and Other Structures and must be able to withstand design wind speeds of at least 135mph or current code, whichever is more stringent.
9. All outdoor enclosures should be at minimum rated NEMA 3R.
10. Must comply with all Occupational Health and Safety Administration (OSHA) directives.
11. Must comply with all Florida Solar Initiative requirements.

Operation and Maintenance Requirements

All respondents must offer a comprehensive onsite operation and maintenance service program for the PV system operations, safety and maintenance activities.

The Contractor's operation and maintenance service program included should provide the following minimum requirements:

- Annual on-site system inspection, including: System testing (operating current of each electrical string)
Routine preventive maintenance
- Repair and/or replacement of defective parts including equipment and labor

- System performance monitoring and historical data access for customer via secure website.

Contractor Qualifications

Please provide the following information:

- Status (private/publicly-held)
- Number of employees
- States and countries in which you do business
- Target customers (residential, commercial, industrial, government, etc.) Green E certification status

Project team profile, including:

- Resumes of personnel to be directly involved with the development of the proposed systems.
- Team leader identification for the entire Proposal, including full contact information.
- Identification of each entity, sub-contractor, person or firm involved in the Proposal and their role/responsibility, e.g. design, installation, permitting, equipment supply by component, operations and maintenance.
- Identification of the lead person responsible for each of the entities or firms described in above.

References:

- List five (5) or more commercial and residential grid-connected PV projects installed in the United States over the last 10 years that exceed 350-kWp by the Contractor or lead/prime firm. If a team proposal, include for each project:
 - Exact role(s) your organization performed for the project (e.g. material supplier, lead contractor, electrical subcontractor, design, consulting, etc.).
 - Location.
 - Application description.
 - Product name/type.
 - Customer name and contact information.
 - Date installed.
 - Project cost.
 - Current operational status of system.

- Has your firm(s) or any of the executive officers of your firm been a party to a lawsuit involving the performance of any equipment it has installed? If so, please include a summary of the issues and the status of the lawsuit.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be UL certified, and meet existing facility structural and fire safety requirements.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards.

PV Supply and Project Implementation Schedule:

1. Submit a detailed implementation schedule for the described PV system design/build project indicating the expected milestones and timing, with each task referenced from the notice to proceed.

Technical Approach and Product/Technology Description:

Respondents shall either state that their systems will comply with all of the requirements of the RFP, or list the items that would not comply and provide reason(s) why.

Describe the technology (or technologies) that your company proposes, including at least the following information:

1. Photovoltaic module description, brand(s) and model numbers.
2. Inverter type and brand(s) and efficiency (in %).
3. Technology patents held by your company for the proposed system.
4. For each technology described above, please describe any other benefits your system provides that other system might not provide, but only if such benefits can be readily measured and agreed to by an independent engineer.
5. For each technology described above, define the maximum wind speed that the technology has been tested for, and the testing authority.

Operation and Maintenance Service Information:

Provide an overview of your proposed system output performance verification methodology. Is it remote? Is it web-based? Describe the end-user interface.

Provide an overview of your firm's on-site operation and maintenance service program for the PV system that will be used during the warranty period.

Prior to submitting a response, the Respondent must carefully review this solicitation and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed

to respond. The Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Solicitation. THA will incur no obligation or liability in connection with the submittal of a response.

Green Products & Services.

The Housing Authority of the City of Tampa is committed to increasing green purchasing of environmentally preferable and sustainable products and practices to the maximum extent possible. Respondents are strongly encouraged to propose “green” products or services not identified in this Solicitation.

Any material changes to this Solicitation resulting from either a request for clarification or a business decision of THA will be issued in writing. All changes in such addenda shall supersede or supplement this Solicitation. Respondents are solely responsible for determining whether any addenda have been issued prior to submittal of a response.

Response Submittal Package:

Respondent must submit the following documents in a sealed package:

- One (1) signed original and three (3) copies of each response to the Request for Qualifications.

Withdrawal of Submittal: A Respondent may withdraw its proposal by written request at any time prior to the submittal deadline. THA will destroy, not return, the submittal package.

Selection Process:

This Solicitation is seeking to identify the entities and persons most qualified to provide the Services. THA, in its sole discretion, will determine which Respondents are most qualified to provide the Services, based on the information in the response submittals and input from references provided. These Respondents may be asked to interview with THA’s representatives and respond to questions regarding the submittal response. THA may elect to negotiate with one or more of the best qualified Respondents. THA, in its sole discretion, will make its final selection of the Respondent whose experience, expertise, reputation, capabilities, past performance and cost is determined to be most advantageous to Housing Authority.

The Housing Authority’s decision is final and is not subject to any form of administrative review, appeal or protest.

Contracting Process

Neither this Solicitation nor the selection of a Respondent will create a binding commitment on Housing Authority. Upon completion of the selection process, the Housing Authority will award a contract to the party whom it elects to provide the Services in this Solicitation. A binding commitment will only occur when a contract between the Housing Authority and the successful Respondent has been fully executed.

Important:

Proposals received after the deadline will be subject to rejection by the Housing Authority of the City of Tampa. Proposals which do not conform to the requirements, including organization of the proposal will receive reduced scores in accordance with the evaluation criteria.

MAIL OR HAND DELIVER PROPOSAL TO:

Nicholas Dickerson, Contracting Officer

Housing Authority of the City of Tampa

5301 W. Cypress Street

Tampa, Florida, 33607

Proposals will only be received at the above indicated address and shall contain the following identification, clearly marked on the outside of the sealed envelope:

Professional Services Proposal for

PROPOSAL EVALUATION:

The following criteria will be used to evaluate all submissions. Proposals must be organized and tabbed in accordance with the below evaluation criteria:

- | NO. | Criteria | Weight |
|-----|--|--------|
| 1 | Evidence of firm's ability to perform the work, as evidenced by profiles of the principal's and staff's professional and technical experience and facilities. | 20% |
| 2 | Evidence of firm's ability to provide a creative design with built-in interactive educational kiosks demonstrating the energy sustainability efforts at the Encore and having appropriate professionals and artistic skills to provide the desired service in a timely manner. | 40% |
| 3 | Past Performance in terms of artistic/engineering partnerships. | 15% |
| 4 | Evidence that the firm has certifications and/or licenses to provide the services in the State of Florida. Mandatory | |
| 5 | Demonstrated knowledge of local conditions, regulations and applicable codes. | |
| 6 | Mandatory Certified Statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State, or local agency. | |
| 7. | Mandatory Proposed plan to incorporate Section 3 and MBE participation in the contract services. | 10% |

8 Overall team approach towards the provision of comprehensive Architectural/Engineering and Construction Contract Administrative services as required by this RFP including completeness and general response. 10%

9 General Responsiveness to this Request for Proposal 5%

Questions regarding this request for proposal shall be submitted via email only to Terrance.brady@thaf1.com and david.iloanya@thaf1.com no later than 4:00 pm August __, 2017 Questions received will be answered via email to all firms who are registered as having picked up the RFQ.

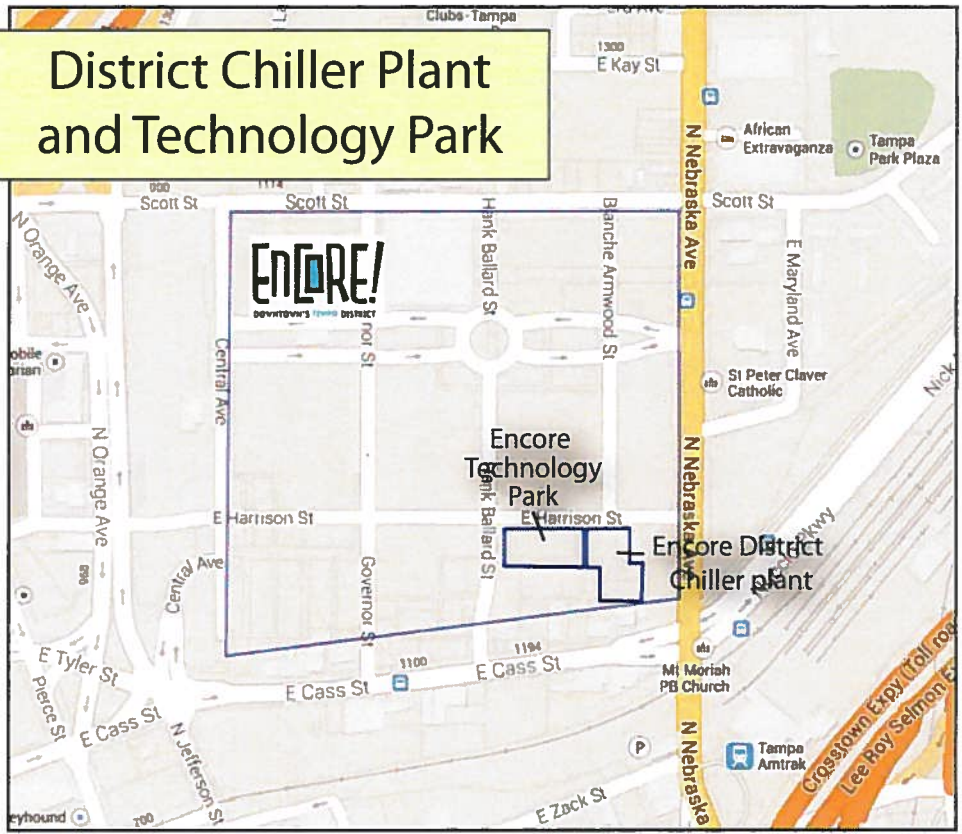
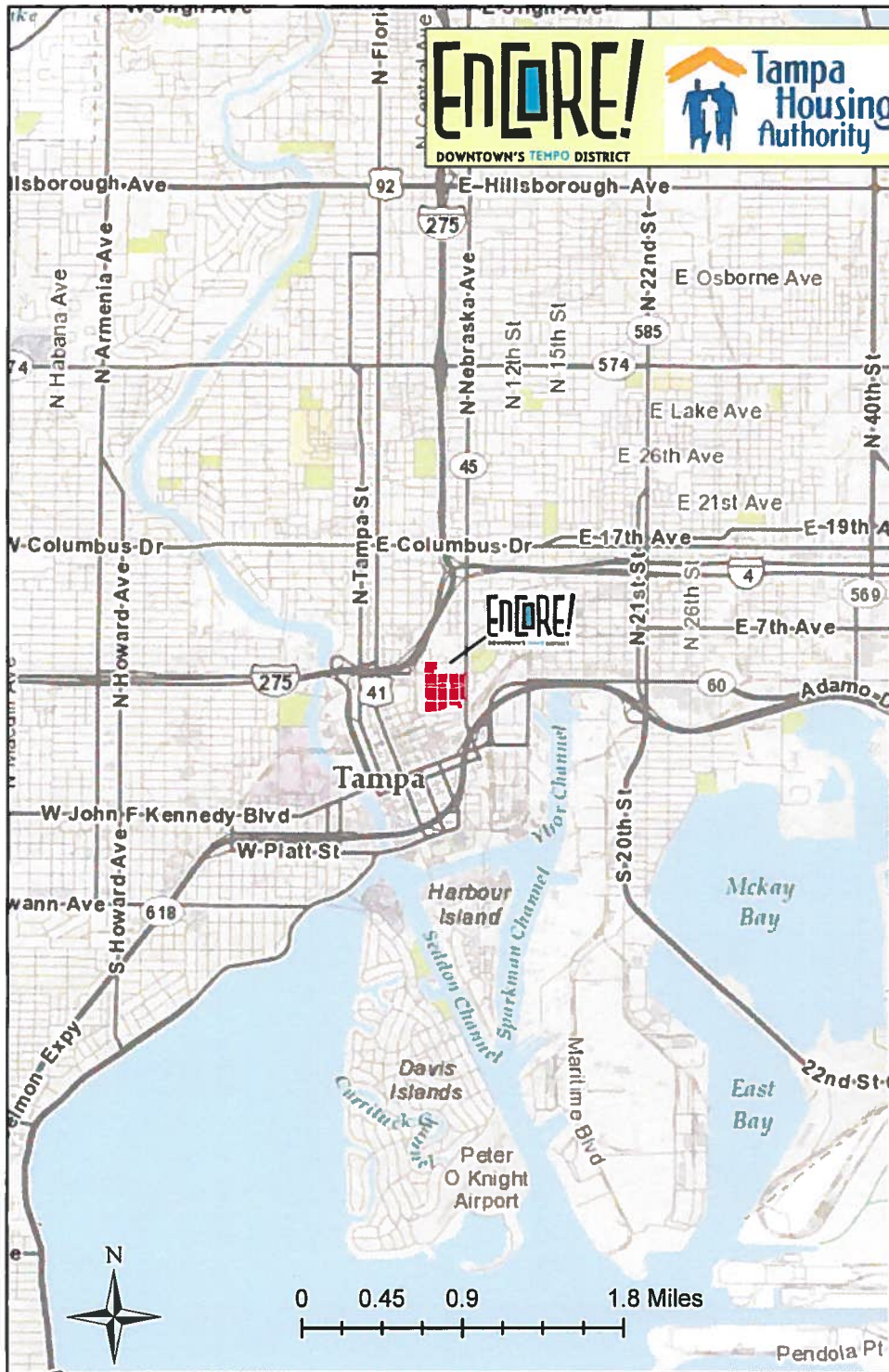
THE HOUSING AUTHORITY OF THE CITY OF TAMPA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY INFORMALITY IN THE SOLICITATION PROCESS.

THE HOUSING AUTHORITY OF THE CITY OF TAMPA IS AN EQUAL OPPORTUNITY EMPLOYER

By order of Jerome D. Ryans, President/Chief Executive Officer

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EXHIBIT A



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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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Attachment B

Non-Collusive Affidavit

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NON COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn,

deposes and says,

That he/she _____ the party making the foregoing proposal or bid is genuine and not collusive or sham; that the said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other bidder, to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tampa or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE _____

TITLE _____

COMPANY NAME _____

Bidder, if the Bidder is an Individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed & sworn to before me

This _____ day of _____, 20____.

My Commission expires _____, 20____.

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Attachment C

HUD FORM 5369-A

Representations, Certifications and Other
Statement of Bidders

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Representations, Certifications, and Other Statement of Bidders - Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that -

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder of competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory -

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) 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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (Applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with this bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period", as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of sixty (60) consecutive calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with the bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation

(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certified that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which at least 51 percent Indian is owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services for the Bureau of Indian Affairs and "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-

Bacon Act (applicable to construction contracts exceeding \$2,000)

a. By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will -

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods:

11. Notice to Prospective Subcontractors of Requirement for



Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

12. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract is, is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

END OF HUD FORM 5369-A (11/92)

Attachment D

Section 3 Contracting Commitment Forms and Section 3 Certified Contractor List

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HOUSING AUTHORITY OF THE CITY OF TAMPA

SECTION 3 PROGRAM

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (P&D99-52)

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

- Is a Section 3 Business concern.**
A Section 3 Business concern means a business concern:
 1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts as being undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:

(Check ALL that apply)

-
- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities

By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

By developing and utilizing a list of eligible Section 3 business concerns

By actively supporting and undertaking joint ventures with Section 3 businesses

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS:

(Check ALL that apply)

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities

Authorized Signature of the Bidder & Date

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Section 3 & MBE Compliance Certification Forms

**SELECTION 3 AND MBE
PRE-AWARD COMPLIANCE CERTIFICATION
(ORED FORM 99-17)**

1. Contractor Name & Address (street, city, zip):	2. Contract Number and Description	3. Dollar Amount of Contract
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here)

The employment and training component of Section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Tampa Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

Instructions: Complete items A, B and C and adjoining worksheet

- A. Total Number of Current Employees? _____
- B. Total Number of Anticipated New Hires and Trainees. _____
- C. Total Number of Section 3 New Hires & Trainees?
(the established goal is 30% of Line B) _____

Adjoining Worksheet		
(A) Job Category	(B) Number of Anticipated New Hires and Trainees	(C) Number of column (B) that will be Section 3 Residents
Professional		
Technical		
Construction by Trade(list)		
Other (list)		
Total		

Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here)

The contracting component of Section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services and supplies to the Tampa Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.

D. Total dollar amount of all sub-contracts anticipated for this project? \$ _____

Applies to construction contracts only:

E. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 10% of Line D)

Applies to professional service contracts and suppliers:

F. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 3% of Line D)

Applies to all contracts:

G. Total amount of anticipated minority-owned business contract awards? \$ _____

(The established goal is 20% of Line D) **A minority-owned business is an entity that is 51% or more owned and controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.**

Part III – Certification

As a duly authorize representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all subcontracts.

Signature:	Print Name and Title	Date
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HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST
Updated August 20, 2017

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
3-Vets, Inc.	Construction Painting, installation of windows and doors, construction / contract administration	Reggie Tim	1907 E. Hillsborough Ave., Suite 101 Tampa, FL 33610	813-237-8387 / 813-232-3894(fax)	vetinds@aol.com
Amack's Cleaning Service	General cleaning services	Alexis Mack	10422 Avelar Ridge Drive, Riverview, FL 33578	813-390-0644	lexmack63@gmail.com
Arcor Trading, Inc.	Painting, waterproofing	Juan Restrepo / Luis Arguello	P.O. Box 4149, Tampa, FL 33677	813-446-3225	luisgamin55@gmail.com
BJ Construction II, Inc.	General Construction	Ron Richardson	235 W. Brandon Blvd., Unit 182, Brandon, FL 33511	813-347-3028	Rrich13@bjconstruction2.com
BJ Enterprise II, Inc.	Real Estate, marketing, print shop and internet services	Ron Richardson	235 W. Brandon Blvd., Unit 182, Brandon, FL 33511	813-347-3028	Rrich13@bjconstruction2.com
Classie Ladies' Cleaning Service	General cleaning services	Classie McMillen	P.O. Box 16924, Tampa, FL 33687	813-856-8092	ClassieLadie35@gmail.com
D & R United Cleaning Services, Corp.	New Construction, Commercial and Residential cleaning	Diana Rebaza	1611 Prowmore Drive, Brandon, FL 33511	407-435-7032	drunitedcleaning@hotmail.com ; rebazadiana2007@hotmail.com
Darryl Ward's Painting	Construction Painting	Darryl Ward	27232 Big Sur Drive, Wesley Chapel, FL 33544	813-918-3806	dwmonavie@gmail.com
Faithful Cleaning Service To The Rescue	Commercial and Residential cleaning services	Michelle Henry	11307 N. 50th Street, Tampa, FL 33617	813-210-3616	faithfulcleaningservice17@yahoo.com

**The Tampa Housing Authority's Certified Section 3 Contractor list is included for information only and does not reflect all possible certified Section 3 businesses. There may be other agencies that maintain Section 3 contractor listings that bidders and proposers may also consider.*



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST
Updated December 27, 2016

Full of Hope Cleaning Services	Construction and Janitorial Cleaning	Hope Terrible	6913 Bon Air Dr., Apt. C Tampa, FL 33617	813-992-5382	hterrible@yahoo.com
I. B. B., Inc.	install privacy walls, retaining walls, buffer walls, sound walls, security walls, animal containment walls, enclosures, fencing, etc	Donald Burkett	2804 Lutz Lake Fern Rd., Tampa, FL 33558	813-949-4786	donb@burint.com
Johnson & Johnson Janitorial	Janitorial Cleaning, Construction Cleaning, Enviromental Services	Janice and Earl Johnson	7901 Bahia Ave., Tampa, FL 33619	813-629-6565 / 813-677-7317	Janice.johnson33@verizon.net
Johnson Hauling	Concrete stucco block, tree trimming, painting	Eugene Johnson	709 E. Lake Ave., Tampa, FL 33603	813-417-9116	johnsonhauling78@gmail.com
NuTech Roofing & Construction	Licensed Roofing Contractor, Licensed general contractor	Ramiro Rubio	11806 Baytree Drive, Riverview, FL 33569	813-787-9800	rrubio.group@gmail.com
Paramount Trim, Inc.	Trim, finishes, cabinetry, licensed general contractor	Walid Benkhaffed	7419 Savannah Lane, Tampa, FL 33637	813-927-1082	paramounttrim@yahoo.com
Pipeline Construction, LLC	Site preparation and underground utilities	Christopher Lee	1313 33rd Avenue, Tampa, FL 33603	813-927-6646	pipelinecontractingLLC@yahoo.com

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HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST
Updated December 27, 2016

Special "K" Cleaning and Service Co.	Janitorial Cleaning and Window Cleaning	Lear Johnson Lockley	1112 Union Street, Tampa, FL 33607	813-258-9593	
Sunbelt Constructing Company LLC	Flooring	Mark Stalsitz	3109 Reseda Court, Tampa, FL 33618	813-312-4460	sunbelt.mark@gmail.com
SunScape Grounds Maintenance	Landscape and Lawn Maintenance	Demond Bryant	3624 18th Street N., Tampa, FL 33603	813-376-8755 / 813-247-3100	sunscapegmi@verizon.net
Z's Fine Furniture, Inc.	Kitchen and bathroom cabinets install and refacing, furniture	Gina and Michael Zayas	4401 W. Jean Street, Tampa, FL 33614	813-323-3893 / 813-309-2339	mikezcabinets@gmail.com

**For Questions Regarding Section 3, please contact
Kelli Wyly, Administrative Assistant, Housing Authority of the City of Tampa
Office of Real Estate Development, 5301 W Cypress Street, Tampa, Florida 33607
813-341-9101 ext. 2760 or e-mail at kelli.wyly@thaf1.com**

A searchable list of local MBE (Minority Business Enterprise) certified businesses can be found at the City of Tampa's website here: <https://tampa.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tampa&XID=846>
or at the Hillsborough County website here:
<https://hillsboroughcounty.diversitycompliance.com/FrontEnd/SEARCHCERTIFIEDDIRECTORY.asp>

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