



## PROFESSIONAL LANDSCAPING SERVICES

Solicitation No: FY18-IFB-07

Issue Date: March 13, 2019

Submission Deadline: **March 29, 2019 @ 2:00 pm (Prevailing Tampa, Florida time)**

Pre-Bid Conference: **March 19, 2019 @ 10:00 am**

Last Day for Questions: **March 22, 2019 @ 5:00 pm**

### TAMPA HOUSING AUTHORITY

Jerome Ryans, President / CEO

### BOARD OF COMMISSIONERS

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Tina D. Washington, Contracting Officer

5301 W. Cypress Street Tampa, Florida 33607

Phone: (813)341-9101, ext. 3500

Fax: (813)367-0761

AN EQUAL OPPORTUNITY EMPLOYER

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**INVITATION FOR BID**  
**Professional Landscaping Services**

**Bid No. FY18-IFB-07**

**Date Issued: March 12, 2019**

The Housing Authority of the City of Tampa (the "Authority") will receive sealed bids for **Professional Landscaping Services** until **2:00 p.m. (prevailing Tampa, Florida time)** on **March 29, 2019**. All bids are to be submitted to the attention of the 1st floor front receptionist to be date and time stamped and dropped in the designated bid submission repository of the Authority's Administrative office located at **5301 West Cypress Street, Tampa Florida, 33607, at which time and place all bids will be publicly opened and read aloud** in the Contracting & Procurement Conference Room located on the 3rd Floor. Bids received after the above stated time will not be considered.

Qualified Contractors may pick up copies of the bidding documents by visiting THA's website at <http://www.thafl.com/Departments/Contract-n-Procurement/Default.aspx> or by submitting an email request to [tina.washington@thafl.com](mailto:tina.washington@thafl.com).

The Authority will hold a pre-bid conference on **March 19, 2019 at 10:00 a.m.** in the **Contracting & Procurement Conference Room located on the 3rd Floor of 5301 West Cypress Street, Tampa Florida, 33607**. All interested bidders are strongly encouraged to attend.

All questions concerning the bid documents, requiring additional information, or clarification shall be submitted in writing to the Contracting Officer via e-mail at [tina.washington@thafl.com](mailto:tina.washington@thafl.com). All questions will be accepted until **March 22, 2019 @ 5:00 p.m.** and responded to in writing with addendum(s) issued to all prospective bidders by visiting the THA's website at <http://www.thafl.com/Departments/Contract-n-Procurement/Default.aspx>.

The successful bidder will be required to furnish certificates of insurance in accordance with the General Contract Conditions.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, gender, disability, or national origin.

In accordance with Department of Housing and Urban Development (HUD) regulations, the Authority is required to establish a goal of awarding at least 30 percent of the dollar value of the contracts to Minority Business Enterprises (MBEs) or with

MBE participation. In accordance therewith, prime contractors are required to meet or exceed this 30% MBE participation goal by time of bid.

In accordance with Section 3 of the U. S. Department of Housing and Urban Development Act of 1968, the Authority requires all Contractors, to the greatest extent feasible, to provide training, contracting and employment opportunities to low income residents residing in the Authority's public housing communities.

The Authority intends to award a contract on the basis of the lowest and most responsible Firm Fixed bid and in a single Contract for all work to be performed in the above referenced project.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of without the prior written consent of the Authority.

The Authority reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly may result in rejection of the Bid. All documents that require notary services must be notarized.

#### **Documents to be submitted with Bid**

- Complete Bid Form, Section 00410.
- HUD-5369- C Certifications & Representation of Offerors
- Complete Section 3 & MBE Compliance Certification Form Section 00470.
- Complete Non-Collusive Affidavit, Section 00480.
- Sworn Statement Under Section 287.133(A), Florida Statutes, On Public Entity Crimes

Questions regarding this solicitation may be directed to the Authority by emailing the Contracting Officer at [tina.washington@thaf1.com](mailto:tina.washington@thaf1.com).

THE HOUSING AUTHORITY OF THE CITY OF TAMPA IS AN EQUAL OPPORTUNITY EMPLOYER, BY ORDER OF JEROME D. RYANS, PRESIDENT/CEO.

**END OF INVITATION FOR BID**





## **FORMS**

**HUD-5369- B Instructions to Offerors, Non-Construction**

**HUD-5369- C Certifications & Representation of Offerors**

**Non-Construction HUD-5370- C General Contract Conditions**

**Non-Collusive Affidavit**

**Section 3/MBE Compliance Certification Form**

**Section 3 Certification of Efforts to Comply**

**Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes**

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# Instructions to Offerors Non-Construction

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



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## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

## 7. Contract Award

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

(b) The HA may

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

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

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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### **SCOPE OF SERVICES**

1. **Landscaping Services:** The Contractor shall provide an adequate staff to operate a full-fledged landscaping operation. The landscaping services must maintain the grass, lawn, trees and shrubbery areas at the apartment complex in a well-cut appearance and free of weeds and tree debris. As required by Federal regulations, no weeds, trees or small greenery can be on or around an apartment building nor can grass or weeds be in the cracks of the sidewalks or curbs. The Contractor's bid shall be considered responsive when it includes provisions to provide the following landscaping services:
2. **Grass Cutting:** Cut all grassy areas throughout the property to the proper length to promote healthy landscaping including the outside perimeters and the front/back yards of each dwelling unit, fields and retention ponds at least ***\*\*once a week from April 1 through October 31 and every other week, twice every month from November 1 through March 31\*\****. The cutting of grass and weeds in areas that are inaccessible to mowers due to obstacles must be done manually.
3. **Edging, Weeding, Grounds Pick Up & Weed-Eating:** Edge and weed-eat the sidewalks, driveways, curbing, basketball courts, and parking lots, around buildings, trees and fences at least once per week. Fence lines must be chemically treated twice per year to prevent build-up of vegetation. Grass clippings, edge clippings and weed-eating clippings must be swept off sidewalk areas, driveways, basketball courts and parking lots and removed from the property during each cutting. Parking lot curbs shall be cleaned and free of leaves and build-up of sand or other solid material. Any limbs, branches, palm fronds, etc., must be picked and properly disposed on a weekly basis. Decorative beds around offices, signage, and other buildings must be maintained to be weed free. The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, etc., and the maintenance of a defined manicured edge around tree rings, landscape borders, monuments, signs, or other physical elements protruding from the landscape maintenance area.
4. **Trimming & Cutting:** Trim, cut and maintain the hedges and shrubs in a neat appearance and to ensure that no overhang or overgrowth is an impediment to the building structures or residents. All bushes or shrubs must be trimmed regularly from around the buildings. Bushes should be maintained lower than 2' window sills and not obstruct any windows
5. **Tree Trimming & Cutting:** All Tree limbs shall be kept trimmed above and minimum of height 8' above the ground and no tree limbs or shrubs shall be touching any building, structure, roof or fence lines. Any fallen or heavily damaged trees found on the property must be immediately cut and removed from the property. All sidewalks, entries, walkways, etc., that are intended for pedestrian traffic must be maintained so that there is a minimum of 8' vertical clearance for safe use.
6. **Debris & Litter:** Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites **must be removed and not cut up by mowers and left behind;** palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed by Contractor, at Contractor's expense. All debris, limbs and fronds will be picked up the same day of pruning.



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7. **Vacant Lots:** Vacant lots will be mowed as necessary to maintain growth at less than 4". All Properties must be kept free of any litter or debris and maintained in a manner to be compliant with applicable City of Tampa ordinances. Fence lines must be treated to prevent weed buildup. Cut edge and keep the grass areas well maintained around the vacant dwelling units on a weekly basis. The Contractor must contact the property manager regarding vacated units on a weekly basis.
8. **Leaf Removal:** During the contract period, the Contractor will rake, bag and remove all deciduous leaves that accumulate anywhere on the property. Under no circumstances shall leaves and debris be blown in the storm drains or in the right of ways
9. **Mulching:** All beds and planting areas on the property must be re-mulched quarterly. All old mulch is to be removed and replaced by not less than 4" of new mulch.
10. **Insurance:** As a condition precedent to the consideration of any bid proposal, the Contractor must show evidence of current coverage for the following: 1) Fleet Auto/truck Insurance, 2) General Liability Insurance, and 3), Workers Compensation Insurance. Upon acceptance of a bid proposal and prior to commencement of work, the successful bidder will provide the THA with endorsements for all the above naming the THA as an additional insured entity.
11. **Permits, Fees and Licenses:** The Contractor shall secure, maintain and pay all permits, fees and licenses necessary for the proper execution and completion of work.
12. **Cleaning:** The Contractor shall, on a daily basis, keep the premises clean and clear of debris resulting from his/her contract work and the work of any and all subcontractors.
13. **Subcontracting:** THA encourages the participation of resident, minority and women owned businesses. The Contractor will make every effort to utilize resident, minority and women owned subcontractors in work performed under this contract. The Contractor will be asked to submit a list of subcontractors to be used in the performance of this contract. The THA has established goals in resident, minority and women owned business participation in its contracts. Information provided by the Contractor assists the THA in monitoring its progress toward the realization of its goal. All subcontractors must be approved by the THA in advance.
14. **Resident Participation:** The THA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to post job opportunities in the Management Office of the communities where the work is to be performed. The Contractor will be asked to report the hiring of any residents to assist the THA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.
15. **Employees:** Employees of the Contractor shall at all times be under its sole direction and not an employee or agent of the Tampa Housing Authority. The Bidder shall supply competent and physically capable employees. Lawn maintenance personnel shall be respectful and polite while on property when addressing residents, office staff and other THA affiliates. The Tampa Housing Authority may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the Tampa Housing Authority or without

any increase in contract price. Bidder shall be responsible to the Tampa Housing Authority for the acts and omissions of all employees working under its directions.

Employees of the Contractor shall at all times be wearing uniforms that clearly identify them as an employee of the Contractor. The Contractor shall have a Supervisor on site at all times that work is being performed at the property or within public rights-of-way. The aforementioned Supervisor shall be capable of communicating in and understanding the English language.

16. **Site Inspection:** It shall be the responsibility of the Bidder to inspect the site before submission of bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this contract will be accepted as the basis for varying the requirements of the Tampa Housing Authority or the compensation to the Bidder. Omission of any essential details from these specifications will not relieve the Contractor of supplying such product(s) and/or service(s) as specified.
17. **Compliance with Laws:** Contractor, its officers, agents, employees, and contractors, shall abide by and comply with all Federal, state and local laws. It is agreed and understood that if Tampa Housing Authority calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then Contractor shall immediately desist from and correct such violation. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.
18. **Permits & Licenses:** The Contractor shall submit copies to the City's Public Works & Engineering Director or designee of all licenses required for this work. Contractor, at his/her own expense shall be responsible for obtaining any permits and licenses that may be required under this Agreement.
19. **Hours of Operation:** *All work under this contract shall be performed between the hours of 8:00 am and 5:00 pm, local time, Monday through Friday. No exceptions to these hours shall be made without the expressed written consent of the Tampa Housing Authority.*
20. **Non-Discrimination Clause:** Contractors shall not discriminate in their hiring and promotion practices on the grounds of race, color, creed, national origin, or sex.
21. **Security:** The Contractor shall protect and secure all materials, vehicles and equipment, and shall assume full responsibility for loss, theft, vandalism and any other damage for the duration of the contract. At no point during the execution of this agreement shall a Contractor be allowed to bring a weapon (concealed or non-concealed) on any of THA's properties.
22. **Warranty:** The Contractor warrants that work performed conforms to bid requirements, including specification and these general requirements.
23. **Disclaimer:** For the existing contract period, the THA will assume NO responsibility for vandalism, theft, fire and/or personal injury claims arising from or relating to the work to be performed. The Contractor and all assigned employees must exercise extreme caution and safety at all times. The Contractor is expected to take every precaution necessary to protect the work area and to eliminate accidents occurring at the work site.



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24. **Indemnification:** To the extent authorized by law, in the course of performing the services outlined herein, the Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents or equipment. To the extent any such claim is made or determined payable against the, the Contractor further shall indemnify and hold the THA harmless therefore, to the extent authorized by law. This shall include any and all claims arising from the implementation of this Agreement and arising from the work performance of services undertaken by the Contractor, its employees or agents and arising out of any other operation no mater by whom performed for and on behalf of the Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by the Contractor or the THA.
25. **Review and Inspection:** The THA may at its sole discretion, review and inspect services provided herein. Such inspection may include, but not be limited to, site observation, review of time records, daily and other logs and records of activities and supervisors' reports.
26. **Payment:** Payment shall be made on the basis of timely submission of an invoice to the Property Manager at each site or the administrator at the Administrative locations for review and approval. Payment shall be made within thirty (30) days from receipt of the Contractor's invoice. All payments are subject to THA inspection and certification procedures.
27. **Term:** The services to be performed shall be for a contract period of one (1) year with the option to extend for an additional three (3) years.

**HOUSING AUTHORITY OF THE CITY OF TAMPA**  
**Jerome D. Ryans, President/CEO**



**Appendix**

<b><u>Property</u></b>			<b><u>Contact Person</u></b>
1. J.L. Young & Annex	8220 N. Florida Ave.	33604	Lisbeth Fuentes
2. Seminole Apt.	4706 Muskogee Ct.	33610	Shawonnia Wade
3. Moses White	4902 E. Diana St.	33610	Shawonnia Wade
4. Azzarelli Apt.	5038 Temple Heights	33617	Shawonnia Wade
5. Scruggs Manor	11201 N. 22 <sup>nd</sup> St.	33612	Shawonnia Wade
6. C. Blythe Andrews	2201 E. Osborne Ave.	33610	Shawonnia Wade
7. Robles Park	3814 Central Ave	33603	Walter Guy
8. Soho Apt.	212 S. Howard Ave.	33606	Trisha Foster
9. Azeele Apt.	2801 Azeele	33609	Trisha Foster
10. St. Louis	2310 St. Louis St.	33607	Trisha Foster
11. St. Conrad	2606 St. Conrad St.	33607	Trisha Foster
12. Bay Ceia	3422 S. MacDill Ave.	33629	Trisha Foster
13. Arbors	4722 S. Trask St.	33611	Trish Foster
14. Shimberg	1314 W. Sligh Ave.	33604	Shawonnia Wade
15. Squire Villa	5918 N. Rome Ave.	33603	Shawonnia Wade
16. Osborne Landing	3502 E. Osborne Ave.	33610	Shawonnia Wade
17. Cedar Pointe	6926 Temple Palms	33617	Shawonnia Wade
18. Cypress Headquarters	5301 W. Cypress St.	33607	Keith Egner
19. BridgesBuilding	1800 Rome Ave.	33607	Keith Egner
20. Boys & Girls Club	3515 Sarah St.	33605	Keith Egner
21. North B Street	1528 North B Street	33607	Keith Egner
22. Youthbuild Building	1803 Howard Ave	33607	Keith Egner
23. ORCC Building	110 E. Kirby St.	33604	Kevin Knox
24. Screen Door Shop			
25. House	1510 W. Spruce St.	33607	Contracting
26. Vacant Lot	1504 W. Spruce St.	33607	Contracting
27. Vacant Lot	1506 W. Spruce St.	33607	Contracting

## BID FORM

**Professional Landscaping Services**

FY18-IFB-07

**Attention:**

The undersigned, having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, and with the Detailed Scope of Work, including the Invitation to Bid, Instructions to Bidders, this Bid Form, the form of the Non-Collusive Affidavit, the form of the General Contract Conditions, Certifications and Representations of Offerors, Sworn Statement Under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes, Addenda, if any and any other associated forms or documents thereto, on file in the Office of the Housing Authority, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required, complete with all associated work required by the Detailed Scope of Work. Questions concerning bid documents shall be directed to the Housing Authority Contracting Officer by emailing [tina.washington@thaf1.com](mailto:tina.washington@thaf1.com).

The following principles shall govern the competitive bidding process:

1. The Housing Authority will award the contract to the acceptable Contractor submitting the lowest responsive **Total Base Bid Amount**.
2. In the event an error is made totaling amounts listed on the bid form the award will be made on the basis of amounts correctly extended.
3. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bid non-responsive.
4. All questions concerning the bid documents requiring additional information or clarification shall be submitted in writing to THA via e-mail at [bidderquestions@thaf1.com](mailto:bidderquestions@thaf1.com). All questions will be accepted until **Friday, March 22, 2019 @ 5:00 pm** and responded to in writing with addendum(s) issued to all prospective bidders.
5. The Housing Authority reserves the right to activate any alternate bids for a period of sixty days subsequent to the date of contract award.
6. All prices and information required on the bid form must be typewritten or written legibly in ink.



7. Any stipulations made as to the bidder's bid shall subject the bid to rejection. If bidder wishes to include additional information, bidder may do so with attachments.
8. Any bidder having a complaint or protest regarding this bid must submit the complaint or protest in writing to the Housing Authority's Contracting Officer eight (8) or more days prior to the date set for opening of bids. Any bidder protesting a bid opening must submit the protest in writing to the contracting officer no later than three (3) days after bid opening for the protest to be considered.

**BIDDER** agrees to perform all the work described in these Contract Documents For:  
**Professional Landscaping Services**

**Property Listing**

Property Name/Group	ADDRESS	Monthly Fee	Annual Fee
J.L. Young Apartments & Annex	8220 Florida Ave 33604	\$	\$
	<b>TOTAL:</b>	\$	\$
<b>NORTH SCATTERED SITES</b>			
Seminole Apartments	4706 Muskogee Ct. 33610	\$	\$
Moses White Apartments	4902 E. Diana St. 33610	\$	\$
Azzarelli Apartments	5038 Temple Heights 33617	\$	\$
Scruggs Manor Apartments	11201 N. 22 <sup>nd</sup> St. 33610	\$	\$
C. Blythe Andrews Apartments	2201 E. Osborne Ave. 33610	\$	\$
	<b>TOTAL:</b>	\$	\$
Robles Park Apartments	3814 Central Ave. 33603	\$	\$
	<b>TOTAL:</b>	\$	\$
<b>SOUTH SCATTERED SITES</b>			
Soho Apartments	212 S. Howard Ave. 33606	\$	\$
Azeele Apartments	2801 W. Azeele St. 33609	\$	\$
St. Louis Apartments	2310 St. Louis St. 33607	\$	\$
St. Conrad Apartments	2606 St. Conrad St. 33607	\$	\$
Bay Ceia Apartments	3422 S. MacDill Ave. 33629	\$	\$
Arbors @ Padgett Estates	4722 S. Trask Ave. 33611	\$	\$
Shimberg Estates	1314 W. Sligh Ave.	\$	\$

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Squire Villa Apartments	5918 N. Rome Ave.	\$	\$
Osborne Landing Apartments	3502 E. Osborne Ave. 33610	\$	\$
Cedar Pointe Apartments	6926 Temple Palms Ave. 33617	\$	\$
	<b>TOTAL:</b>	\$	\$
Administration Building	5301 W. Cypress St. 33607	\$	\$
Bridges Building	1800 N. Rome Ave. 33607	\$	\$
Boys & Girls Club	3515 Sarah St. 33605	\$	\$
North B Street Warehouse	1528 N. B Street 33607	\$	\$
Youthbuild Building	1803 N. Howard Ave. 33607	\$	\$
ORCC Building	110 E. Kirby St. 33604	\$	\$
Screen Door Shop	1726 W. Main St. 33607	\$	\$
	<b>TOTAL:</b>	\$	\$
Vacant House	1510 W. Spruce St. 33607	\$	\$
Vacant Lot	1504 W. Spruce St. 33607	\$	\$
Vacant Lot	1506 W. Spruce St. 33607	\$	\$
	<b>TOTAL:</b>	\$	\$

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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

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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.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



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NON COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
(Printed Name)

deposes and says,

That he/she is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

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\_\_\_\_.

**END OF NON COLLUSIVE AFFIDAVIT**



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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_  
(name of Offeror or business) is.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is  
\_\_\_\_\_. (Relationship such as sole proprietor, partner, president,  
vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
 (Signature) (Print name)

STATE OF  
 COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_





## Section 3 & MBE Compliance Certification Forms

The certifications herein are to be submitted with the Bid. See Section 00810 – Special Conditions for explanation of Section and MBE Definitions, Policies and Procedures.



Section 3 & MBE Compliance Certification Forms  
To Be Submitted For Each New Section 3 Business Subcontract

Housing Authority of the City of Tampa  
Section 3 Program

*Certification for Business Concerns Seeking Section 3 Preference*

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

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

Type of Section 3 Business:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Name and Address of Section 3 Resident(s) in 51% Ownership Position:  
\_\_\_\_\_  
\_\_\_\_\_

Attached is the following documentation as evidence of Section 3 status (as appropriate):

For person claiming status as a Section 3 Resident:

- Copy of resident lease with Housing Authority of the City of Tampa
- Copy of receipt of public assistance
- Evidence of participation in public assistance program
- Other evidence, as appropriate

For the Section 3 Business entity as applicable:

- Copy of resident lease with Housing Authority of the City of Tampa
- Assumed business name certificate
- List of Owners/stockholders and % ownership of each
- Organizational chart w/names, titles & functional statement
- Certificate of good standing
- Partnership agreement
- Corporation annual report
- Latest board minutes appointing officers
- Additional documentation

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

CORPORATE SEAL

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

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

**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

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



Section 3 & MBE Compliance Certification Forms

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

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
<b>3-Vets, Inc.</b>	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)	<a href="mailto:vetinds@aol.com">vetinds@aol.com</a>
<b>AIRMAX1, Inc.</b>	A/C Service and Repairs	Eloy Rojas	PO Box 263394 Tampa, FL 33685	813-385-1867	Airmax1ac@yahoo.com
<b>Amack's Cleaning Service</b>	General cleaning services	Alexis Mack	10422 Avelar Ridge Drive, Riverview, FL 33578	813-390-0644	<a href="mailto:lexmack63@gmail.com">lexmack63@gmail.com</a>
<b>American Ecosystems, Inc.</b>	Aquatic Mgmt., Water Treatment, Other	Kevin Youngberg	10460 75 <sup>th</sup> Street Largo, FL 33777	727-545-4404	kry@american-ecosystems.com
<b>Arcor Trading, Inc.</b>	Painting, waterproofing	Juan Restrepo / Luis Arguello	P.O. Box 4149, Tampa, FL 33677	813-446-3225	<a href="mailto:luisgamin55@gmail.com">luisgamin55@gmail.com</a>
<b>Atlas Eco Pest Control Lawn and Termite</b>	Construction cleaning, Pest control, termite treatment, Janitorial, Landscape/Lawn Maintenance	Eddie Melcon	3308 N. Florida Ave. Tampa, FL 33603	813-843-6342	ed@atlaseco-info.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

<b>BJ Construction II, Inc.</b>	General Construction	Ron Richardson	235 W. Brandon Blvd., Unit 182, Brandon, FL 33511	813-347-3028	<a href="mailto:Rrich13@bjconstruction2.com">Rrich13@bjconstruction2.com</a>
<b>BJ Enterprise II, Inc.</b>	Real Estate, marketing, print shop and internet services	Ron Richardson	235 W. Brandon Blvd., Unit 182, Brandon, FL 33511	813-347-3028	<a href="mailto:Rrich13@bjconstruction2.com">Rrich13@bjconstruction2.com</a>
<b>Cablelytics LLC</b>	Communications, Cable	Floyd Freeman	4607 Limerick Drive Tampa, FL 33610	813-727-6728	Ffreeman@cablelytics.com
<b>Campellos Houses Solutions</b>	Cabinets	Jose Campello	2010 Clarice Circle Tampa, FL 33619	813-650-6714	Yeidavid1106@gmail.com
<b>Classic Construction Ltd. Co.</b>	GC, Construction	Brian Lodermeier	16674 Collections Center Drive	727-421-2845	<a href="mailto:classicltd@gmail.com">classicltd@gmail.com</a>
<b>Classie Ladies' Cleaning Service</b>	General cleaning services	Classie McMillen	P.O. Box 16924, Tampa, FL 33687	813-856-8092	<a href="mailto:ClassieLadie35@gmail.com">ClassieLadie35@gmail.com</a>

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HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST

<b>Climatize Air of Florida</b>	A/C Service/Repairs, HVAC, Refrigeration	Marcus Carn	7610 Dragon Fly Loop Gibsonton, FL 33534	813-638-5434	<a href="mailto:climatizeairmkt@gmail.com">climatizeairmkt@gmail.com</a>
<b>D &amp; R United Cleaning Services, Corp.</b>	New Construction, Commercial and Residential cleaning	Diana Rebaza	1611 Prowmore Drive, Brandon, FL 33511	407-435-7032	<a href="mailto:drunitedcleaning@hotmail.com">drunitedcleaning@hotmail.com</a> ; <a href="mailto:rebazadiana2007@hotmail.com">rebazadiana2007@hotmail.com</a>
<b>Darryl Ward's Painting</b>	Construction Painting	Darryl Ward	27232 Big Sur Drive, Wesley Chapel, FL 33544	813-918-3806	<a href="mailto:dwmonavie@gmail.com">dwmonavie@gmail.com</a>
<b>Faithful Cleaning Service To The Rescue</b>	Commercial and Residential cleaning services	Michelle Henry	11307 N. 50th Street, Tampa, FL 33617	813-210-3616	<a href="mailto:faithfulcleaningservice17@yahoo.com">faithfulcleaningservice17@yahoo.com</a>
<b>Full of Hope Cleaning Services</b>	Construction and Janitorial Cleaning	Hope Terrible	6913 Bon Air Dr., Apt. C Tampa, FL 33617	813-992-5382	<a href="mailto:hterrible@yahoo.com">hterrible@yahoo.com</a>
<b>Graphix T's, Inc.</b>	Screen Printing, Banners	Randy Johnson	10071 Country Road WeekiWachee, FL 34613	352-600-9170	<a href="mailto:Rmj45@gpxts.com">Rmj45@gpxts.com</a>

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HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST

<b>I. B. B., Inc.</b>	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	<a href="mailto:donb@burint.com">donb@burint.com</a>
<b>Impact Construction Services Div. 1</b>	GC/Construction	Alex Maldonado	4628 Fremont Ter S St. Petersburg, FL 33711	708-214-9599	<a href="mailto:Alex.m@icsdi.com">Alex.m@icsdi.com</a>
<b>Intex Builders</b>	GC/Construction, Home Improvement, Roofing, Fire Sprinkler, Drywall, Professional Painting, Carpet Installation, Flooring Installation, Contractor Doors, Countertops, Asphalt services, Fencing, Cabinets, Playground recreational equipment	David Knight	3800 Gunn Hwy Tampa, FL 33618	813-205-1892	<a href="mailto:david@intexbuilders.net">david@intexbuilders.net</a>

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HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST

<b>Johnson &amp; Johnson Janitorial</b>	Janitorial Cleaning, Construction Cleaning, Environmental Services	Janice and Earl Johnson	7901 Bahia Ave., Tampa, FL 33619	813-629-6565 / 813-677-7317	<a href="mailto:Janice.johnson33@verizon.net">Janice.johnson33@verizon.net</a>
<b>Johnson Hauling</b>	Stucco, Drywall, Professional Painting, Demolition Hauling, Emergency Clean-up/Demo, Asphalt Services, Landscape lawn maintenance, Tree service, Debris removal	Eugene Johnson	709 E. Lake Ave., Tampa, FL 33603	813-417-9116	<a href="mailto:johnsonhauling78@gmail.com">johnsonhauling78@gmail.com</a>
<b>Kenstruction Dynamics, Inc.</b>	GC/ Construction	Rozelia Kennedy	1210 Millennium Parkway Suite 1047 Brandon, FL 33511	813-643-4449	<a href="mailto:Rozelia.kennedy@kenstruction.net">Rozelia.kennedy@kenstruction.net</a>
<b>KSJ Consulting, Inc.</b>	Clinician	Karen StJean	5107 29 <sup>th</sup> Ave. South Gulfport, FL 33707	727-224-3553	<a href="mailto:karen@nehemiahsvillage.org">karen@nehemiahsvillage.org</a>
<b>KT Klean LLC</b>	Janitorial Services, Carpet/Upholstery cleaning	Keenan Dixon	5024 S. 87 <sup>th</sup> Street Tampa, FL 33619	813-394-0439	<a href="mailto:Ktklean624@gmail.com">Ktklean624@gmail.com</a>
<b>NuTech Roofing &amp; Construction</b>	Licensed Roofing Contractor, Licensed GC	Ramiro Rubio	11806 Baytree Drive, Riverview, FL 33569	813-787-9800	<a href="mailto:rrubio.group@gmail.com">rrubio.group@gmail.com</a>

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HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST

<b>On-Line Electrician LLC</b>	Electrician	Tyler Luper	210 W. Powhatan Tampa, FL 33604	813-335-8263	<a href="mailto:On_line_ele@live.com">On_line_ele@live.com</a>
<b>Paramount Trim, Inc.</b>	Carpentry, Contractor-Doors	Walid Ben Khaffed	7419 Savannah Lane Tampa, FL 33637	813-927-1082	<a href="mailto:paramountrim@yahoo.com">paramountrim@yahoo.com</a>
<b>Pastels Child Development Center</b>	Childcare	Spencena Dalmas	PO Box 286 Lakeland, FL 33802	813-900-8176	<a href="mailto:pastelschilddevelopment@gmail.com">pastelschilddevelopment@gmail.com</a>
<b>Pick N Go Property Waste Services</b>	Waste Clean-up	Joe Biccum	13575 58 <sup>th</sup> Street N #173 Clearwater, FL 33760	727-504-4672	<a href="mailto:joeb@pickngowaste.com">joeb@pickngowaste.com</a>
<b>Pipeline Construction, LLC</b>	Site preparation and underground utilities	Christopher Lee	1313 33rd Avenue, Tampa, FL 33603	813-927-6646	<a href="mailto:pipelinecontractingLLC@yahoo.com">pipelinecontractingLLC@yahoo.com</a>
<b>Randall Mechanical, Inc.</b>	Plumbing Services	Paul Welsh	3102 Cherry Palm Drive Suite 150 Tampa, FL 33619	813-626-6161	<a href="mailto:pwelsh@ramdallmechanical.com">pwelsh@ramdallmechanical.com</a>
<b>Ruedas Remodeling, LLC</b>	Drywall	Glen Rueda	1030 Brass Ln. Holiday, FL 34691	813-526-9695	<a href="mailto:ruedasremodeling@yahoo.com">ruedasremodeling@yahoo.com</a>

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<b>Ryman Commercial Roofing, Inc.</b>	AC Service/Repairs, AC Supplies	Christian	36413 SR54 Zephyrhills, FL 33541	813-526-9695	<a href="mailto:christian@rymanroofing.com">christian@rymanroofing.com</a>
<b>Southwest Structural Systems</b>	Other	George LeBlanc	5774 Corporation Circle Ft. Myers, FL 33905	813-703-4792	<a href="mailto:glablance@yahoo.com">glablance@yahoo.com</a>
<b>Special "K" Cleaning and Service Co.</b>	Janitorial Cleaning and Window Cleaning	Lear Johnson Lockley	1112 Union Street, Tampa, FL 33607	813-258-9593	
<b>Spotless Cleaning 7, LLC</b>	Janitorial Services, Pressure Washer, Hauling	Tow and Reid	PO Box 11093 Tampa, FL 33680	813-370-3645	<a href="mailto:Spotlesscleaning40@yahoo.com">Spotlesscleaning40@yahoo.com</a>
<b>Sunbelt Constructing Company LLC</b>	Flooring	Mark Stalsitz	3109 Reseda Court, Tampa, FL 33618	813-312-4460	<a href="mailto:sunbelt.mark@gmail.com">sunbelt.mark@gmail.com</a>
<b>SunScape Grounds Maintenance</b>	Landscape and Lawn Maintenance	Demond Bryant	3624 18th Street N. Tampa, FL 33603	813-376-8755 / 813-247-3100	<a href="mailto:sunscapegmi@verizon.net">sunscapegmi@verizon.net</a>

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<b>Universal Contracting Services, Inc.</b>	Drywall, Professional painting, Carpentry, Pressure washer	Hadeel Elshehaiy	11311 Hollyglen Drive Tampa, FL 33624	813-966-1508	<a href="mailto:ucs@email.com">ucs@email.com</a>
<b>Women of Love Through Faith Cleaning Service</b>	Janitorial Services	Ruby Scott	12737 N 19 <sup>th</sup> Street #7 Tampa, FL 33612	812405-9690	<a href="mailto:womenoflovethroughfaith@gmail.com">womenoflovethroughfaith@gmail.com</a>
<b>Z's Fine Furniture, Inc.</b>	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	<a href="mailto:mikezcabinets@gmail.com">mikezcabinets@gmail.com</a>

**For Questions Regarding Section 3, please contact  
Gwen Bedwell, 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. 2630 or e-mail at [gwen.bedwell@thaf1.com](mailto:gwen.bedwell@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>

(copy and paste web address to access MBE links)

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