

Housing Choice Voucher Project-Based Voucher Program for HUD-Veterans Affairs Supportive Housing

Solicitation No: **FY19-RFP-02**
Issue Date: **Tuesday, July 2, 2019**
Question Deadline: **Tuesday, July 16, 2019 @ 5:00 pm**
Submission Deadline: **Tuesday, July 23, 2019 @ 2:00 pm**

Board of Commissioners:

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Jerome D. Ryans
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AN EQUAL OPPORTUNITY EMPLOYER

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Housing Choice Voucher Project-Based Voucher Program for HUD_VASH

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REQUEST FOR PROPOSALS
Housing Choice Voucher, Project-Based Voucher
Program For
HUD-Veterans Affairs Supportive Housing

1. Introduction

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the Tampa Housing Authority (THA) is seeking rental property owners who are interested in attaching federal rental assistance to eligible housing through HUD VASH Voucher program. It is the intention of THA to solicit proposals from such owners (Offerors), establish a competitive range, evaluate the qualifications, conduct site visits and interviews, verify the information presented and enter into a HAP Contract with the successful (Offerors) only if the application submitted is selected, approve and granted by the Department of Housing and Urban Development. The notification of funding date is currently not known.

Sealed Proposals shall be received until 2:00 p.m. (prevailing Tampa, FL time) on **Tuesday, July 23, 2019** at 5301 W. Cypress St., Tampa, FL 33607. Proposals received after this date and time will be rejected.

Interested applicants 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 biddersquestions@thafl.com.

Respondents are required to submit **one (1) original and three (3) copies** of their proposal. All proposals are to be sent to:

The Tampa Housing Authority
ATTN: Tina Washington, Director
Contracting & Procurement
5301 W. Cypress St.
Tampa, FL 33607

All questions regarding this RFP may be directed in written form to THA via e-mail at biddersquestions@thafl.com. All questions will be accepted until **Tuesday, July 16, 2019 at 5:00 p.m.** and responded to in writing with addendum (s) issued to all prospective applicants. THA will not respond to any oral questions or request.

2. Program Description:

The Project-Based-HUD-VASH is a federal rental assistance program that aids extremely low to very low-income homeless veterans through the attachment of rental subsidies to single family



homes or multi-family housing projects. The rental subsidy is administered by the THA's

Housing Choice Voucher Program in accordance with 24 CFR Part 983 as well as any Notices related to the program.

HUD VASH Vouchers will enable homeless veterans to access affordable housing with an array of supportive services. Through this competitive RFP process, the THA Assisted Housing Program is seeking qualified, interested applicants who are interested in providing housing for homeless veterans through the project-based voucher assistance program. These PBV HUD VASH vouchers will be awarded to the most qualified applicant(s) upon notification of approval of the full application that will be submitted to the Department of Housing and Urban Development.

The number of awards under the new PBV Housing Assistance Payment (HAP) contract(s) may be up to 75 vouchers. The THA will enter into a PBV HAP contract(s) with Offeror(s) for units in existing housing or units in the construction phase.

Minimal requirements for the PBV include:

- 1) Deconcentrating Poverty. The proposed project locations must be consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities under 24 CFR 983.57.
- 2) Agreement to Enter into a Housing Assistance Payments (AHAP) Contract. For any projects involving new construction or rehabilitation, an AHAP must be executed prior to the start of any construction or rehabilitation. An AHAP is not required for existing units. The requirements regarding an AHAP are detailed in 24 CFR §983.152. A PHA may not execute an AHAP until a subsidy layering review and an environmental review are completed
- 3) Physical Accessibility. PBV projects must meet program accessibility requirements of 24 CFR 983.102. A PHA must ensure compliance with the accessibility requirements of Section 504 of the Rehabilitation Act (Section 504) and Title II of the Americans with Disabilities Act (ADA), as well as the design and construction requirements of the Fair Housing Act, as applicable. 24 CFR part 8 (Section 504); 24 CFR part 100 (Fair Housing Act); 28 CFR part 35 (Title II of the ADA).
- 4) Housing Quality Standards. All proposed units must meet or exceed HUD's established Housing Quality Standards prior to occupancy as determined through inspections conducted by the Tampa Housing Authority. The proposed housing must be available for inspection and all units must substantially comply with HQS before the proposal selection date and must fully comply with HQS before a PBV HAP contract may be executed.
- 5) Lead Based Paint Requirements. All proposed units must comply with Lead Based Paint Requirements found at <http://www.thafl.com/Departments/Assisted-Housing/LeadSafe.aspx>
- 6) Environmental Review. In accordance with 24 CFR 983.58, an environmental review is required for all PBV units including existing units. A PHA, an owner, or its



- 7) contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities until an environmental review is completed. Specifically, no AHAP for rehabilitated or new construction units may be executed until the environmental review is complete and no housing assistance payments (HAP) contract may be executed for existing units until the environmental review is completed
- 8) Subsidy Layering Review (SLR). The purpose of an SLR is to avoid excess subsidy. See 24 CFR §983.55 SLRs are required only for projects involving new construction and rehabilitation
- 9) Successful applicants must execute a PBV HAP contract with the THA for a term of 10 years. The contract is renewable, with the mutual agreement of both the property owner and THA, for a cumulative total of 40 years.
- 10) The gross rent (rent plus utility allowance) for all subsidized units will be established as the lesser of:
 - a. An amount not to exceed the reasonable rent as determined by THA in accordance with 24 CFR Part 983.256.
 - b. Up to 110% of Fair Market Rent (FMR). FMR is the standard rent for comparable private market units in the subject area.
- 11) Owner will receive referrals for occupancy through the Department of Veteran's Affairs and THA. Veterans must be eligible to reside in the unit based on VA and THA standards. Non-qualified veterans are ineligible to receive HUDVASH assistance.
- 12) This RFP is subject to all of the applicable HUD regulations for the PBV located at 24CFR Part 983.
- 13) The application must include a signed statement from the project owner that the project will comply with Housing First. Housing First is an approach where homeless persons, usually chronically homeless or especially vulnerable homeless individuals and families, are provided immediate access to housing and then offered the supportive services that may be needed to foster long-term stability and prevent a return to homelessness. This approach removes unnecessary barriers and assumes that supportive services are more effective in addressing needs when the individual or family is housed and the daily stress of being homeless is taken out of the equation. Key components of this model include a simple application process, a harm reduction approach, and no conditions of tenancy beyond those included in the lease. Housing First specifically does not require sobriety or testing for substance abuse to obtain or sustain tenancy and thus must not be required in the lease. In serving these populations, projects cannot discriminate against families with children.

Other Important Program Requirements:

Offerors must ensure that proposals meet other key HUD regulations or THA guidelines as highlighted below:

- 1) The PBV requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 24CFR 5.105(a).



- 2) All proposals will be ranked according to specific criteria, based on THA housing goals. Pending THA and HUD approval (as applicable) the successful Offeror may enter into a contract with THA for a predetermined amount of units.
- 3) THA may not attach or pay PBV assistance for units in the following types of housing:
 - a. Shared housing
 - b. Units on the grounds of a penal, reformatory, medical, mental or similar public or private institution
 - c. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care
 - d. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution
 - e. Manufactured homes
 - f. Transitional housing
 - g. Owner-occupied units
- 4) THA may not attach or pay PBV assistance to units in any of the following types of subsidized housing: public housing, any form of Section 8, any local or state rent subsidy, Section 236, Section 521, Section 202 for non-elderly persons with disabilities, Section 202 supportive housing for the elderly, Section 811, Section 101 or any unit subsidized with any form of tenant-based rental assistance.
- 5) THA will not approve units occupied by ineligible families.
- 6) The PBV subsidy will be attached to each assisted unit, once the HAP contract has been executed and the unit is occupied by an eligible family.
- 7) THA will maintain a waiting list for the PBV and site-based waiting lists as appropriate. Prospective applicants on the appropriate waiting list, who express interest in moving into a PBV unit, will be determined eligible by THA and the VA and referred to eligible owners for screening and selection.
- 8) All assisted units under a PBV contract will be inspected by THA on an annual basis to verify continued compliance with HUD's Housing Quality Standards.
- 9) All families living in assisted units must annually complete a re-examination to verify continued eligibility.
- 10) Families who have been living in an assisted unit under a PBV contract for one or more years and are living under the terms of a month-to-month lease are eligible to request a tenant-based voucher for the purpose of moving, subject to voucher availability. Such families will be subject to a criminal background check to verify continued eligibility in the Housing Choice Voucher Program.
- 11) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with Federal Equal Employment Opportunity requirements.

Proposal Requirements:

The minimum required information is listed below:

- 1) A complete description of the Applicant or applicant group, including:



- a. A position listing of all parties who are a part of the applicant group
- b. Personal resumes for all participating parties
- c. A listing of all housing developments with which members of the applicant group have participated within the last five years that is similar in nature to this RFP.
- 2) A written description of the housing to be subsidized through this proposal, including:
 - a. A written description of the project site(s) and neighborhood, including the address(es), parcel number(s) and census tract number(s) (with associated poverty rate(s)) for proposed existing properties
 - b. Total number of units, and a list of units categorized by size (square footage), type and bedroom distribution, number of bathrooms
 - c. Unit bedroom count for all units
 - d. Unit bathroom count for all units
 - e. Listing of amenities
 - f. Listing of property improvements completed
 - g. Picture of site and property
- 3) Description of neighborhood amenities: A written description of social, recreational, educational, and commercial and health facilities and services found at the site or in the neighborhood, near the site.
- 4) Description of additional supportive services provided to veterans, i.e. transportation, substance abuse counseling, mental health counseling, group counseling, and employment assistance.
- 5) Description of tenant selection policies
- 6) Evidence of Site Control: A deed or other legal document that establishes that the Offeror has sufficient ownership rights to the site and all property thereon.
- 7) List of current rents and proposed contract rents for all units. The list should detail all services and utilities that are included in each rent. If the current and proposed rent amounts differ, a written statement explaining the disparity should be included.
- 8) Utility Analyses for all units. Each analysis should show a list of owner-paid utilities, a list of tenant-paid utilities, the documented usage history for all utilities and the proposed utility allocation for each unit.
- 9) This project will only be approved if using the Housing First approach which is where homeless persons, usually chronically homeless or especially vulnerable homeless individuals and families are provided immediate access to housing then offered supportive services that may be needed to foster long-term stability and prevent return to homelessness.
- 10) Seeking proposals that will have washer and dryer services on site
- 11) Seeking proposals that will include all utilities
- 12) Seeking sites that are in close proximity to the James Haley Veterans Center
- 13) Seeking sites that are within a block of public transportation bus stops
- 14) Seeking sites that are within two miles of shopping facilities (grocery shopping)
- 15) Seeking sites that can designate 2 units as ADA units
- 16) Seeking sites that can provide office space or touch down space for Veteran Administration staff to work out of



- 17) Seeking sites that can provide a Community Center
- 18) Seeking sites that have a security system in place; i.e., cameras, physical bodies, etc....
- 19) Seeking sites that can provide a Resident Manager living on site who Veterans have access to
- 20) ALL FORMS REQUIRED AS PART OF THIS RFP

PROPOSALS SHALL INCLUDE THE FOLLOWING REQUIRED COMPONENTS:

1. A cover page and Letter of Interest that includes the following information:
 - a. Respondent's entity's name and mailing address
 - b. Respondent's current legal status: corporation, partnership, etc.
 - c. Respondent's Federal ID number or Social Security number
 - d. Contact person's name, title, phone number, fax, and e-mail address
2. The following completed forms:
 - a. HUD-5369-C Certifications & Representations of Offerors, Non-Construction
 - b. Non-Collusive Affidavit
 - c. Section 3/MBE Compliance Certification Form
 - d. Section 3 Certification of Efforts to Comply
 - e. Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes

The following additional information must be provided by the applicant for any selected proposals within **5 business days** of the notice of selection:

- 1) Required Owner's Certifications
 - a. Proposed management and maintenance plan. This plan should describe all aspects of the site management plan, including the current and proposed Resident Selection Policies and Procedures in accordance with CFR 983.253. The plan should also describe the preventive, routine and emergency maintenance procedures for the entire site.
 - b. Certification of the percentage of dwelling units in compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C, and for housing that is first occupied after March 13, 1991, certification of compliance with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

SECTION A

A-1 Type of Contract



The Tampa Housing Authority contemplates the award of a minimum of one (1) contract with the possibility of awarding multiple awards resulting from this solicitation. The initial term of this contract shall be for ten (10) years from date of award, with an option for an additional one-five (1-5) year renewal period. THA reserves the right not to exercise the option year(s).

SECTION B

B-1 Scope of Services

The Housing Authority reserves the right to remove or add properties during the delivery of these services.

SECTION C

C-1 Evaluation Criteria

Following the opening of the proposals, each proposal will be evaluated by a THA Evaluation and Selection Committee to include a VA representative. Proposals will be evaluated on the following factors, with a maximum of 100 points and ranked from highest to lowest.

Factor	Descriptio	Points
Project Readiness	Existing housing that is ready for occupancy within 30 days of application due date.	20 points
	Existing housing that is ready for occupancy within 45 days of application due date.	10 points
	Existing housing that is ready for occupancy within 60 days of application due date.	5 points



Supportive Services	<p>Appropriate, target population focused supportive services beyond VA case management are provided and are easily accessible to Veterans</p> <p>Supportive Services beyond case management are provided but are limited, primarily off-site, not specific to the target population, or difficult to access</p>	<p>10 points</p> <p>or</p> <p>5 points</p> <p>or</p>
Targeted Neighborhoods- Poverty rate	The project is located in a census tract with poverty rate of 20 percent or less as of the 2000 Census	10 points
	The project is not located in a census tract with a poverty rate of 20 percent or less as of the 2000 Census.	0 points
Experience of Owner/Developer	<p>The owner/developer has experience in the management/development of supportive housing for veterans.</p> <p>The owner/developer has experience in the management/development of supportive housing for homeless, elderly and /or disabled families</p> <p>None of the above applies</p>	<p>10 points</p> <p>5 points</p> <p>0 points</p>
Proximity	<p>Units reside within an 8 mile radius of VA Hospital or readily accessible by public transportation or transportation is provided by the Offeror.</p> <p>Units reside outside an 8 mile radius of VA Hospital but public transportation available or transportation is provided by the Offeror.</p> <p>Units reside outside an 8 mile radius of VA Hospital and no public transportation is provided to VA Hospital and not near public transportation</p>	<p>15 points</p> <p>10 points</p> <p>0 points</p>



	<ul style="list-style-type: none"> • Maximum proximity/access to other social services • Educational opportunities for adults and children • Close and regular access to public transportation 	<p>2.5 points</p> <p>2.5 points</p> <p>2.5 points</p>
<p>Offeror of the highest ranked proposal will be contacted to schedule unit pro-inspections to determine substantial compliance with Housing Quality Standards and a site visit and interview with the Evaluation and Selection Committee. Following the pre-inspection, site visit and interview, the Committee will rank those proposals based on an award of up to an additional 30 points. Those points will be awarded based on the following factors:</p>		
Physical Condition	A maximum of 10 points may be awarded for substantial compliance with Housing Quality Standards at the time of the site visit	10 points
Site Condition	A maximum of 10 points may be awarded based on the overall condition of the site	10 points
Site Amenities	<p>A maximum of 15 points may be awarded based on availability within the same census tract of the following:</p> <ul style="list-style-type: none"> • Maximum site amenities such as recreational facilities, tenant services, daycare, management access, laundry facilities, computer lab or meeting space, community center 	2.5 points

The successful proposals will be selected based upon the ranking from the highest to the lowest number of points out of a possible 30 points from the site visit.

The THA may determine the best number of contracts to award based on the best interests of the Authority or it may determine to award no contracts at all.

All expenses involved with the preparation and submission of proposals to THA shall be solely borne by the applicant.



C-2 Negotiations and Award

Unless there is no need for negotiations with any of the Respondents, negotiations shall be conducted with Respondents who submit price quotes determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to THA. Such Respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Respondents of the deficiencies in both the technical and price aspects of their quotes so as to assure full understanding of and conformance to the solicitation requirements. No Respondent shall be provided information about any other Respondents prices, and no Respondent shall be assisted in bringing its proposal up to the level of any other proposal. Respondents shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. THA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to THA.

SECTION D

D-1 Acceptance of Proposals

Respondents must submit proposals in a sealed, packaged, container labeled as follows to the Tampa Housing Administrative Office located at 5301 W. Cypress St., Tampa, FL 33607. The label on the outside of the package must be labeled as follows:

THA reserves the right to accept or reject any or all Proposals, to take exception to these RFP specifications or to waive any irregularities and/or informalities. Respondents may be excluded from further consideration for failure to comply fully with the specifications of this RFP.

THA also reserves the right to reject the Proposal of any Respondent who has previously failed to perform properly, or to complete on time, contract (s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.



FY19-RFP-02
HUD VASH PROPOSAL
THE TAMPA HOUSING AUTHORITY
ATTN TINA WASHINGTON
CONTRACTING AND PROCUREMENT
5301 WEST CYPRESS STREET
TAMPA FL 33607

D-2 Withdrawals of Proposals

Proposal may be withdrawn on a written or telegraphic (faxed) request dispatched by the Respondent in time for delivery in the normal course of business prior to the time specified herein for proposal receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the Respondent is placed in the mail and postmarked prior to the time specified herein for proposal receipt. Negligence on the part of the Respondent in preparing its Proposal confers no right of withdrawal or modification of its proposal after the due date and time specified herein.

D-3 Incurring Costs

THA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Respondent.

All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal would become the property of THA unless otherwise indicated by the Respondent at the time of submission.

D-4 Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, THA will hold the Proposer responsible for the proposed services. In addition, the Respondent shall hold THA harmless from any third party legal claims involving the use by THA of any software product or technique provided.

D-5 Ineligible Contractors

THA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

D-6 Award of Contracts

A contract shall be awarded according to the Evaluation Criteria specified herein, provided the proposal is in the best interest of THA. The Proposer to whom an award is made will be notified at the earliest practical date.

SECTION E**E-1 Insurance**

1. The following standard insurance policies shall be required:
 - I. Commercial General Liability Policy
 - II. Worker's Compensation Policy

- (a) COMMERCIAL GENERAL LIABILITY INSURANCE. The following Commercial General Liability Insurance is required:
 1. Minimum Limits of \$500,000 per Occurrence with an annual Aggregate of \$5,000,000 for Bodily Injury, Personal Injury and Property Damage.
 2. Coverage shall be provided for premises/operations and product/completed operations hazards.
 3. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 11/80) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written proposal and must be approved by the THA risk manager.

- (b) WORKERS' COMPENSATION INSURANCE: The following Worker's Compensation is required:
 1. Minimum Employer's Liability limits of:
 - (a) By Accident - Florida Statutory Limit.
 - (b) By Disease - Florida Statutory Limit.

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2. A waiver of subrogation in favor of THA must be endorsed to the policy.
 3. "Florida", must appear in item 3A of the declarations page of item 3C must contain the following: "All states except those in Item 3A and the state of NV, ND, OH, WA, WV and WY.
- (c) CERTIFICATES OF INSURANCE. All Certificates of Insurance shall have the following:
1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:
 - i. The company is authorized to do business in the State of Florida.
 - ii. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.
 - iii. Sets forth all endorsement and insurance coverage's according to requirements and instructions contained herein.
 - iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to THA.
 - v. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
 - vi. Certificates of insurance and endorsements shall be furnished to THA and approved by THA before services are furnished. THA must be named as an "Additional Insured".
- (d) VERIFICATION OF COVERAGE. The following requirement pertains to all Certificates of Insurance. Respondent shall furnish THA with certificate of insurance and with original endorsements affecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms, which have been approved, by the Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to THA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements should be furnished to and approved by THA before work commences. THA reserves the rights to require complete, certified copies of all required insurance policies at any time.



E-2 Indemnification

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold THA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Respondent will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

THA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that Contract.

E-3 Rules, Regulations and Licensing Requirements

Each Respondent and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required by the City of Tampa to perform in accordance with the contract scope of services herein. In addition, the Proposer shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Respondent is presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect performance on the proposed management services contract.

E-4 Assignment

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any or all of its rights, title of interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of THA.



FORMS

HUD-5369-B Instructions to Offerors, Non-Construction
HUD-5639-C Certifications and Representations 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



Instructions to Offerors Non-Construction

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



- 03291 -

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:]

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.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/01/2014)

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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

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Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
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1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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Contractor Certification of Efforts to Fully Comply with Contracting, Employment and Training Provisions of Section 3

The bidder represents and certifies that as part of its bid/offer 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 person at least 30% of whom are current 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 paragraph 1 or 2 herein.

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

EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 BUSINESS 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, 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 business concerns.

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 Section 3 residents.

By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

By arranging interviews and conducting interviews on the job site.

By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Authorized Signature of the Bidder & Date

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**SECTION 3 AND MBE
PRE-AWARD COMPLIANCE CERTIFICATION**

Housing Authority of the City of Tampa
Contracting & Procurement
1529 West Main Street, Suite 213
Tampa, Florida 33607

1. Contractor Name & Address (street, city, state, 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 & 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		
Office/Clerical		
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% owned or 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 authorized 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 sub-contracts.

Signature:	Print Name and Title	Date
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NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Being first duly sworn, deposes and says that he/she is

_____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder had not colluded, conspired, connived or agreed, directly and indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and had 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, or to fix an overhead, profit or cost element of said bid price, or of 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 and sworn to before me

This _____ day of _____, 20_____.

My Commission expires _____, 20_____.

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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: _____

