

Request for Quote

FY19-RFQ-03

Professional Property Appraisal Services For All Properties

Issue Date: **Friday, May 31, 2019**

Submission Deadline: **Friday, June 21, 2019 2:00 PM (EST)**

Board of Commissioners:

Susan Johnson-Velez, Chairperson

James A. Cloar, Vice-Chairperson

Ben Dachevall

Dr. Hazel S. Harvey

Billi Johnson-Griffin

Rubin E. Padgett

Bemetra L. Simmons



Tina Washington, Director
Contracting and Procurement

Leroy Moore
Senior Vice President/Chief Operating Officer

Jerome D. Ryans
President & CEO

5301 W. Cypress Street
Tampa, Florida 33607

Phone: (813)341-9101
Fax: (813)367-0761

AN EQUAL OPPORTUNITY EMPLOYER



HOUSING AUTHORITY OF THE CITY OF TAMPA
PROFESSIONAL PROPERTY APPRAISAL SERVICES
REQUEST FOR QUOTES (RFQ)

Issue Date: **Friday, May 31, 2019**

Response Due Date: **Friday, June 21, 2019, 2:00 PM (EST)**

Quotes submitted after this date and time will not be accepted.

SOLICITATION #: **FY19-RFQ-03 Professional Property Appraisal Services**

The Tampa Housing Authority is soliciting Professional Property Appraisal Services quotes for a fee simple market value appraisal of **all its entities attached in Exhibit A**. The purpose of the appraisal is to provide the U. S. Department of Housing and Urban Development the fee simple market value appraisal report as part of an application to demolish the buildings and clear the site for redevelopment with mixed use residential and commercial.

The information tables listed in **Exhibit A** is a guide based on Hillsborough County Property Appraiser records, it is the sole responsibility of the professional property appraisal service firm to verify existing conditions and be satisfied that there are no unreasonable discrepancies (+ or – .5%) between actual conditions and the information contained in the final scope of services including addenda, if any.

In appraising public housing, and given the age of the improvements, first look at the Highest and Best Use of the property to determine zoning and deed restrictions. Next, report the Unrestricted Market Value, Restricted Leased Fee Value & Restricted Use Market Value encompassing the Income and Sales approach in a narrative "Appraisal Report" option of Standards Rule 2-2(a) of the 2014-2015 edition of USPAP in a standard format (the equivalent to a Summary Report). This type of report should have a moderate level of detail summarizing the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, conclusions and qualifications of the appraiser. It should meet or exceed the former Summary Appraisal requirements that were contained in the 2012-2013 edition of USPAP.

The report shall adhere to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and all applicable state appraisal regulations. The

appraisal will also be prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

In accordance with Section 3 of the U. S. Department of Housing and Urban Development Act of 1968, as amended, the Tampa Housing Authority requires that, to the greatest extent possible, training, employment and business opportunities be given to low-income persons residing in Public Housing in the City of Tampa. The successful firm shall submit with their proposal, a plan showing their commitment toward providing preferences to Public Housing Residents residing in Tampa Housing Authority communities for any new training, employment, and business opportunities created as a result of this contract award.

In accordance with the Department of Housing and Urban Development regulations, there shall be a goal of not less than 30% for the purpose of awarding contract to minority enterprises (MBE's) or prime consultants with MBE participation of at least of the total contract effort.

PROPOSAL SUBMISSION REQUIREMENTS

- Submit a letter of interest;
- Submit not less than five most recent references from commercial clients (current and previous work with local units of government are preferred) which the firm has performed services of a similar nature. Include project name and value, contact person, address and telephone number along with a description of work performed and the date completed;
- Submit evidence that the firm has certifications and/or licenses to provide the services in the State of Florida;
- Submit the Appraisal Services Firm's firm fixed fee for this scope of work on this quote form along with a proposed payment schedule;
- Complete and submit Non-Collusive Affidavit;
- Complete and submit form HUD-5369A "Representations, Certifications and other Statements of Bidders";
- Complete and submit Section 3/MBE Compliance Certification Form;
- Complete and submit Section 3 Certification of Efforts to Comply
- Complete and submit Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes

The Tampa Housing Authority is exempt from all Federal, State and Local Taxes.

All written quotes shall be written on this document and emailed to Tina Washington, Contracting Officer at tina.washington@thaf1.com or fax to (813) 367-0761, along with supporting information requested.

QUOTE FORM

Please note that you are proposing on the purchase and installation of the following basic services as defined above, therefore the price quoted shall be inclusive of all transportation, postage, clerical, copying, hours, and effort required to conduct the services as requested, expressed on a per property basis:

Firm Fixed Fee for Property Appraisal Services \$ _____

_____ COMPANY NAME

_____ ADDRESS

_____ CITY/STATE

_____ PHONE NUMBER

_____ AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

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

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

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

EXHIBIT A



GARDENS AT SOUTH BAY APARTMENTS

Gardens at South Bay Apartments is a residential community with a principal address of **6720 N Lois Avenue Tampa FL 33616**. The Duplex style residential buildings were **built in 2006** and has a mix of One, Two, Three and Four Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser's Office indicates that **Gardens At South Bay Apartments** has **Ten buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#136976-0010	9 Three story apartment building	216 residential units	10.71 acres
TOTAL	9 Three Story Apartment buildings 1 Clubhouse /Leasing Office 1 Laundry room 1 Storage room	216 residential units	10.71 acres

The Inspection and Photo Documentation Gardens at South Bay Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2), Three (3) and Four (4) Bedroom units** at **Gardens at South Bay Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Gardens at South Bay Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**ARBORS ESTATES APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Arbors States Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of 4728 S Trask Street, Tampa, Florida 33611. The Two Story style residential buildings were built in 1962 and has a mix of One, Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that Arbors States Apartments has four buildings containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#131075-0000	4 Two story apartment building and Community room	119 residential units	5.78 acres
TOTAL	4 - residential buildings 1 – Community room building	119 residential units	5.78 acres

The Inspection and Photo Documentation Arbors Estates Apartments

The professional property appraiser firm shall randomly inspect the interiors of, one (1) one bedroom, Two (2) Bedrooms. Three (3) Bedroom units, Office and Community room at Arbors States Apartments over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 4 (four) residential buildings types with exterior photographs and one office buildings with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of Arbors Estates Apartments a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



AZEELE APARTMENTS
ASSET MANAGEMENT RAD PROPERTY

Azele Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **2801 W Azele St Tampa FL 33609**. The Two Story style residential buildings were **built in 1973** and have a mix of One and Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Azele Apartments** has **one building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#116933-0000	1 Two story apartment building	10 residential units	1.080 acres
TOTAL	1 residential building	10 residential units	1.080 acres

The Inspection and Photo Documentation Azele Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **one (1) one bedroom, Two (2) Bedroom units** at **Azele Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Azele Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



BAYCEIA APARTMENTS
ASSET MANAGEMENT RAD PROPERTY

BayCeia Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **3424 S MacDill Avenue Tampa FL 33629**. The Two Story style residential buildings were built in 1965 and have a mix of One, Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **BayCeia Apartments** has **two buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#127111-0000	2 Two story apartment building and Laundry room	40 residential units	1.080 acres
TOTAL	2 - residential buildings 1 – Laundry room	40 residential units	1.080 acres

The Inspection and Photo Documentation BayCeia Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **one (1) one bedroom, Two (2) Bedroom units, and Laundry room** at **BayCeia Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs and one Laundry room with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **BayCeia Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



SOHO APARTMENTS
ASSET MANAGEMENT RAD PROPERTY

Soho Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **212 S Howard Avenue Tampa FL 33606**. The Two Story style residential buildings were **built in 1964** and have a mix of One and Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Soho Apartments** has **one building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#184135-000	1 Two story apartment building	14 residential units	0.45 acres
TOTAL	1 residential building and Laundry room	14 residential units	0.45 acres

The Inspection and Photo Documentation Soho Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **one (1) one bedroom and Two (2) Bedroom units** at **Soho Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Soho Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SAINT CONRAD APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Saint Conrad Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **2606 W Saint Conrad St Unit A Tampa FL 33607**. The Duplex style residential buildings were **built in 1978** and have Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Saint Conrad Apartments** has **Two buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#180059-0000	2 Two duplex apartment building	4 residential units	0.22 acres
TOTAL	2 Two duplex residential buildings	4 residential units	0.22 acres

The Inspection and Photo Documentation Saint Conrad Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Two (2) bedroom units** at **St Conrad Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Saint Conrad Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SAINT LOUIS APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Saint Louis Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **2310 W Saint Louis St Unit A Tampa FL 33607**. The Two Story style residential buildings were **built in 1978** and have Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Saint Louis Apartments** has **Two buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#177549-0000	2 Two duplex apartment building	4 residential units	0.22 acres
TOTAL	2 Two duplex residential buildings	4 residential units	0.22 acres

The Inspection and Photo Documentation Saint Louis Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **three (3) bedroom units** at **Saint Louis Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Saint Louis Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SCRUGGS MANOR APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Scruggs Manor Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **11201 N 22nd Street Tampa FL 33612**. The Duplex style residential buildings were **built in 1981** and have a mix of Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Scruggs Manor Apartments** has **Fourteen buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#140528-0200	2 One story apartment building	1 residential units each	11.29 acres
#140528-0200	14 Duplex apartment buildings	6 or 8 residential units	11.29 acres
TOTAL	2 One Story Apartment building 14 duplex Apartment buildings 1 Leasing Office 1 Laundry room 1 Storage room	86 residential units	11.29 acres

The Inspection and Photo Documentation Scruggs Manor Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Two (2) and Three (3) Bedroom units** at **Scruggs Manor Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Scruggs Manor Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**AZZARELLI APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Azzarelli Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **5038 temple Heights Tampa FL 33617**. The One Story style residential buildings were **built in 1979** and have a mix of Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Azzarelli Apartments** has **Seven buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#142839-0000	7 One story apartment building	30 residential units	2.50 acres
TOTAL	7 One Story Apartment building	30 residential units	2.50 acres

The Inspection and Photo Documentation Azzarelli Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Two (2) and Three (3) Bedroom units** at **Azzarelli Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Azzarelli Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**C. BLYTHE ANDREWS
APARTMENTS ASSET MANAGEMENT
RAD PROPERTY**

C. Blythe Andrews Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **2201 E Osborne Ave Tampa FL 33607**. The Townhomes style residential buildings were **built in 1984** and have a mix of Three, Four and Five Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **C. Blythe Andres Apartments** has **Eleven buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#154964-0000	11 townhomes apartment buildings	57 residential units	6.70 acres
TOTAL	11 townhomes Apartment buildings 1 Leasing Office 1 Laundry room	57 residential units	6.70 acres

The Inspection and Photo Documentation C. Blythe Andrews Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Three (3), Four (4) and Five (5) Bedroom units** at **C. Blythe Andrews Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **C. Blythe Andres Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**CEDAR POINTE APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Cedar Pointe Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **6926 Temple Palms Avenue Tampa FL 33617**. The Three Story residential buildings were **built in 2014/2018** and have a mix of One, Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Cedar Pointe Apartments** has **Nine buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#038904-0000	9 apartment buildings	84 residential units	4.75 acres
TOTAL	9 Three Story Apartment buildings 1 Leasing Office 1 Laundry room	84 residential units	4.75 acres

The Inspection and Photo Documentation Cedar Pointe Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2) and Three (3) Bedroom units at Cedar Pointe Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Cedar Pointe Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**MOSES WHITE ESTATES APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Moses White Estates Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **4903 Moses White SQ Tampa FL 33610**. The Two story style residential buildings were **built in 2011** and has a mix of One, two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Moses White Estates Apartments** has **Seventeen buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#039505-0000	17 Two story apartment building	69 residential units	8.31 acres
TOTAL	17 Two Story Apartment building 1 Leasing Office 1 Laundry room 1 Storage room	69 residential units	8.31 acres

The Inspection and Photo Documentation Moses White Estates Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2) and Three (3) Bedroom units** at **Moses White Estates Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Moses White Estates Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**OSBORNE LANDINGS APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Osborne Landings Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **3502 E Osborne Avenue Tampa FL 33607**. The Three story style residential buildings were **built in 2000** and have a mix of Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Osborne Landings Apartments** has **Two buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#154834-0000	2 Three story apartment building	43 residential units	1.58 acres
TOTAL	2 Three Story Apartment building 1 Leasing Office 1 Laundry room	43 residential units	1.58 acres

The Inspection and Photo Documentation Osborne Landings Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Two (2) and Three (3) Bedroom units** at **Osborne Landing Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Osborne Landing Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SEMINOLE PARK APARTMENTS
ASSET MANAGEMENT RAD PROPERTY
AND**

Seminole Park Apartments

Seminole Park Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **4706 Muskogee Ct Tampa FL 33610**. The Two Story style residential buildings were **built in 1976** and has a mix of One, Two and Three Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Seminole Park Apartments** has **Twenty Five buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#039508-0000	25 Two Story apartment building	100 residential units	8.89 acres
TOTAL	25 Two Story Apartment building 1 Leasing Office 1 Laundry room 1 Storage room	100 residential units	8.89 acres

The Inspection and Photo Documentation Seminole Park Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2) and Three (3) Bedroom units** at **Seminole Park Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Seminole Park Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SHIMBERG ESTATES APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Shimberg Estates Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **1314 West Sligh Avenue Tampa FL 33607**. The Two story style residential buildings were **built in 1973** and have a mix of **One and Two Bedroom units**; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Shimberg Estates Apartments** has **Ten buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#103984-0000	10 two story apartment buildings	78 residential units	2.84 acres
TOTAL	10 Two Story Apartment building 1 Leasing Office 1 Laundry room	78 residential units	2.84 acres

The Inspection and Photo Documentation Shimberg Estates Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1) and Two (2) Bedroom units** at **Shimberg Estates Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Shimberg Estates Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**SQUIRE VILLA APARTMENTS
ASSET MANAGEMENT RAD PROPERTY**

Squire Villa Apartments is a RAD (Rental Assistance Demonstration) residential community with a principal address of **5918 N Rome Avenue Tampa FL 33607**. The Two story style residential buildings were **built in 1973** and have One Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Squire Villa Apartments** has **1 building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#104267-0000	1Two story apartment building	30 residential units	.69 acres
TOTAL	1 Two Story Apartment building	30 residential units	.69 acres

The Inspection and Photo Documentation Squire Villa Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1) Bedroom units** at **Squire Villa Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Squire Villa Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**BOYS AND GIRLS CLUB
ASSET MANAGEMENT PROPERTY**

Boys and Girls Club is a non-residential community with a principal address of **1307 N Macdill Avenue Tampa FL 33607**. The non-residential building was **built in 2004**, the information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Boys and Girls Club** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#179834-0100	1 Non-residential building	units	1.22 acres
TOTAL	1 Non-residential building	units	1.22 acres

The Inspection and Photo Documentation Boys and Girls Club

The professional property appraiser firm shall randomly inspect the interiors of the **Boys and Girls Club** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) non-residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Boys and Girls Club** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**BRIDGES COLLABORATIVE
ASSET MANAGEMENT PROPERTY**

Bridges Collaborative is a non-residential building with a principal address of **1800 N Rome Avenue Tampa FL 33607**. The One Story non-residential building was **built in 1903**. Information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Bridges Collaborative** has **One Building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#178945-0000	1 One story non-residential building		.060 acres
TOTAL	1 One Story non-residential building		.60 acres

The Inspection and Photo Documentation Bridges Collaborative

The professional property appraiser firm shall randomly inspect the interiors at **Bridges Collaborative** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents/employees of Bridges **Collaborative** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**LONGSHOREMEN
ASSET MANAGEMENT PROPERTY**

Longshoremen is a non-residential building with a principal address of **1232 E Cass Street Tampa Florida 33602**. The non-residential building was **built in 1971**. Information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Longshoremen** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#193236-0000	1 Two story non-residential building		0.18 acres
TOTAL	1 Two story non-residential building		0.18 acres

The Inspection and Photo Documentation Longshoremen

The professional property appraiser firm shall randomly inspect the interiors at **Longshoremen** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Longshoremen** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



MOTOR POOL
ASSET MANAGEMENT PROPERTY

Motor Pool is a non-residential building with a principal address of **1528 W North B Street, Tampa FL 33606**. The non-residential building was **built in 1961**. Information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Motor Pool** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#183798-0000	1 One story non-residential building		0.45 acres
TOTAL	1 One Story non-residential building		0.45 acres

The Inspection and Photo Documentation Motor Pool

The professional property appraiser firm shall randomly inspect the interiors at the **Motor Pool** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the **Motor Pool** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**YOUTH BUILD
ASSET MANAGEMENT PROPERTY**

Youth build is a non-residential building with a principal address of **1803 N Howard Avenue Tampa Florida 33607**. The non-residential building was **built in 1948**. Information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Youth build** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#178776-0000	1 One story non-residential building		0.23 acres
TOTAL	1 One Story non-residential building		0.23 acres

The Inspection and Photo Documentation Youth build

The professional property appraiser firm shall randomly inspect the interiors at **Youth build** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Youth build** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**MERIDIAN RIVER APARTMENTS
ASSET MANAGEMENT PROPERTY**

Meridian River Apartments is a residential community with a principal address of **8501 N 50th Street Tampa FL 33607**. The Two Story style residential buildings were **built in 1985** and have a mix of One and Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Meridian River Apartments** has **Nineteen buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#142587-0000	18 Two story apartment buildings	280 residential units	11.36 acres
TOTAL	18 Two Story Apartment building 1 Clubhouse/Leasing Office 1 Laundry room 1 Storage room	280 residential units	11.36 acres

The Inspection and Photo Documentation Meridian River Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1) and Two (2) Bedroom units** at **Meridian River Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Meridian River Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**RIVER PINES APARTMENTS
ASSET MANAGEMENT PROPERTY**

River Pines Apartments is a residential community with a principal address of **7517 N 40th Street Tampa FL 33607**. The Two Story style residential buildings were **built in 1974** and have a mix of **Studios, and One Bedroom units**; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **River Pines Apartments** has **Sixteen (16) buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#148302-0000	15 Two story apartment building	300 residential units	9.73 acres
TOTAL	14 Two Story Apartment building 1 Clubhouse/Leasing Office 1 Laundry room 1 Storage room	300 residential units	9.73 acres

The Inspection and Photo Documentation River Pines Apartments

The professional property appraiser firm shall randomly inspect the interiors of, Studios **(0)** and **One (1) Bedroom units** at **River Pines Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **River Pines Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**RIVER PLACE APARTMENTS
ASSET MANAGEMENT PROPERTY**

River Place Apartments is a residential community with a principal address of **4018 Riverside Drive Tampa FL 33607**. The Two Story style residential buildings were **built in 1974** and has a mix of **Studios, One and Two Bedroom units**; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **River Place Apartments** has **Eight (8) buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#166580-0000	7 Two story apartment building	120 residential units	3.29 acres
TOTAL	7 Two Story Apartment building 1 Leasing Office 1 Laundry room 1 Storage room	120 residential units	3.29 acres

The Inspection and Photo Documentation River Place Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **Studios (0), One (1) and Two (2) Bedroom units** at **River Place Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **River Place Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**ELLA AT ENCORE
ASSET MANAGEMENT PROPERTY**

Ella at Encore Apartments is a residential community with a principal address of **1210 Ray Charles Blvd Tampa, FL 33602**. The Duplex style residential buildings were **built in 2012** and have a mix of **One and Two Bedroom** units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Ella at Encore Apartments** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#183341-0134	1 Seven story apartment building	160 residential units	acres
TOTAL	1 Seven Story Apartment building 1 Clubhouse /Leasing Office	160 residential units	acres

The Inspection and Photo Documentation Ella at Encore Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1) and Two (2) Bedroom units** at **Ella at Encore Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Ella at Encore Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**REED AT ENCORE
ASSET MANAGEMENT PROPERTY**

Reed at Encore Apartments is a residential community with a principal address of **1240 Ray Charles Blvd Tampa, FL 33602**. The Seven Story style residential buildings were **built in 2015** and has a mix of One and Two Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Reed at Encore Apartments** has **One building** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#183341-0144	1 Seven story apartment building	158 residential units	acres
TOTAL	1 Seven Story Apartment building 1 Clubhouse /Leasing Office	158 residential units	acres

The Inspection and Photo Documentation Reed at Encore Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1) and Two (2) Bedroom units** at **Reed at Encore Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Reed at Encore Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**TEMPO AT ENCORE
ASSET MANAGEMENT PROPERTY**

Trio at Encore Apartments is a residential community with a principal address of **1102 Ray Charles Blvd Tampa, FL 33602**. The Seven Story style residential buildings were **built in 2018** and has a mix of **One, Two, Three and Four Bedroom** units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Tempo at Encore Apartments** has **Two buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#183341-0072	2 apartment buildings	203 residential units	1.97 acres
TOTAL	1 Seven Story Apartment building 1 Clubhouse /Leasing Office	203 residential units	1.97 acres

The Inspection and Photo Documentation Tempo at Encore Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2), three (3) and Four (4) Bedroom units** at **Tempo at Encore Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Tempo at Encore Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



**TRIO AT ENCORE
ASSET MANAGEMENT PROPERTY**

Trio at Encore Apartments is a residential community with a principal address of **1101 Ray Charles Blvd Tampa, FL 33602**. The Six Story style residential buildings were **built in 2014** and has a mix of One, Two, Three and Four Bedroom units; in addition, information gathered from the Hillsborough County Property Appraiser’s Office indicates that **Trio at Encore Apartments** has **Three buildings** containing the following number of buildings, units and acreage:

Folio Number	Number of Buildings	Number of Units	Approximate Acres
#183341-0114	2 apartment building	141 residential units	acres
TOTAL	1 Six Story Apartment building 1 Four Story Apartment building with 1 Clubhouse /Leasing Office	141 residential units	acres

The Inspection and Photo Documentation Trio at Encore Apartments

The professional property appraiser firm shall randomly inspect the interiors of, **One (1), Two (2), three (3) and Four (4) Bedroom units** at **Trio at Encore Apartments** over a three day period, involving photographing the key elements of each unit – kitchen, bathroom, bedrooms and living space. Document each of the 1 (One) residential building type with exterior photographs. The professional property appraiser firm shall coordinate with the designated Contract Administrator to give the residents of **Trio at Encore Apartments** a minimum of 48 hours advance notice prior to entering their unit. A THA representative will accompany the appraisal services firm throughout the inspection. Extreme care is to be taken at all times regarding the safety of the residents. The contract professional property appraisal firm shall complete the work with as little inconvenience to the residents as possible.



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

LEFT BLANK

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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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 Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

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 (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) 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.

4. 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 (1) 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)(2) above, and compensation be determined in accordance with the **Changes** clause; (2) 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; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed 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.

5. 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.

6. 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.

7. 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.

(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 (1) appeals under the clause titled **Disputes**, (2) litigation or settlement of claims arising from the performance of this contract, or (3) 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.

8. 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:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) 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.

9. 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.

10. 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.

11. 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. 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.

13. 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:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) 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:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) 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.

consistent with the amount normally paid for such services in the private sector.

“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 of 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.

- (1) Section 1352 of title 31, U.S.C. provides in part that no appropri-

ated 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.

- (2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

- (A) The prohibition on the use of appropriated funds, in paragraph (1) 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)(2)(i)(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)(2)(i)(A) of this clause are permitted under this clause.

- (ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) 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.
- (2) 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 appli-

cation 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)(2)(ii)(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)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) 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:

(A) 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

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

(c) 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.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a 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.

(e) 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.

14. 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 subcontract 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.

15. 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.

16. 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.

17. 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.

18. Liens

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

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.



THIS PAGE INTENTIONALLY LEFT BLANK

LEFT BLANK

BLANK PAGE



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

LEFT BLANK

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

Housing Authority of the City of Tampa
Contracting & Procurement
5301 W. Cypress St.
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
-------------------	-----------------------------	-------------

LEFT BLANK

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_____.

LEFT BLANK



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: _____



End of Solicitation