

**Invitation to Bid (IFB)  
FOR  
Relocation Services to West River Development**

**Solicitation No. FY20-IFB-05**

Issue Date: **Monday, September 28, 2020**

Pre-Bid Meeting: **Tuesday, October 6, 2020 @ 10:00 AM (EST)**

<https://v.ringcentral.com/join/403248071?pw=84320b86a444ea43ddcc17352aa78204>

Submission Deadline: **Tuesday, October 13, 2020 @ 2:00 PM (EST)**

<https://v.ringcentral.com/join/670410293?pw=ebbc64a69c3432edfea80839545e1259>

**Board of Commissioners:**

James A. Cloar, Chairperson

Bemetra Salter-Liggins, Vice-

Chairperson Ben Dachevall

Lorena Hardwick

Parker A. Homans

Billi Johnson-Griffin



**Mrs. Tina Washington-Jones, Director of Contracting  
Purchasing & Contracting Office  
5301 W. Cypress Street Tampa,  
FL 33607  
Phone: (813) 341-9101 ext. 3500**

Leroy Moore  
Senior Vice President/COO

Jerome D. Ryans  
President/CEO

AN EQUAL OPPORTUNITY EMPLOYER

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**INVITATION FOR BID****RELOCATION SERVICES TO WEST RIVER DEVELOPMENT**

Bid No. FY20-IFB-05

Date Issued: September 28, 2020

The Housing Authority of the City of Tampa (the “Authority”) will receive sealed bids for the **Relocation Services to West River Development until 2:00 p.m.** (prevailing Tampa, Florida time) on **Tuesday, October 13, 2020** at the front desk of the Headquarters building located at 5301 West Cypress Street, Tampa, Florida, 33607, at which time and place all bids will be publicly opened and read aloud through the Ring Central Link <https://v.ringcentral.com/join/670410293?pw=ebbc64a69c3432edfea80839545e1259> Bids received after the above stated time will not be considered.

Qualified Contractors may get copies of the bidding documents by visiting THA’s website at [www.thafl.com/Departments/Contracts-n-Procurement](http://www.thafl.com/Departments/Contracts-n-Procurement) or by submitting an email request to [tina.washington@thafl.com](mailto:tina.washington@thafl.com).

The Authority will hold a pre-bid conference on **Tuesday, October 6, 2020** through RingCentral address located on the cover page of this solicitation. All interested bidders are encouraged to attend the pre-bid conference and the bid opening.

Services under this agreement shall include, but are not limited to the following:

The Contractor shall furnish all necessary labor, equipment, moving supplies, vehicle(s), and transportation to provide moving/relocation services for former North Boulevard/Mary Bethune residents/families moving back to the West River Development. The selected contractor(s) shall provide the service for a period of one year with the option to renew up to three years.

The Housing Authority has the discretion to award more than one Relocation Services Moving Contract to more than one Contractor that submits the lowest, most responsive and responsible firm fixed cost per unit bid based on the listed bedroom sizes in this bid form for the above referenced project.

All moving services will be performed by the moving contractor within a 50-mile radius of the West River Development. Moving services that extend beyond the 50-mile radius shall be charged an additional per mile cost for each mile over 50 miles. Additional mileage shall be charged at the IRS standard mileage rate.

Successful bidder(s) shall work from a THA approved schedule and shall be available to respond within forty-eight (48) hours of receiving notice of any unscheduled move(s).

Successful bidder(s) shall maintain on-site supervision at each location where services are to be performed.

Persons who require special accommodations should immediately contact the THA Contracting Office @ (813) 341-9101 extension 3500.

Bids may be held by the THA for a period not to exceed sixty-(60) calendar days from the date of opening bids for the purpose of reviewing them and investigating the qualifications of the bidders, prior to awarding the contract.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, gender, disability, or national origin. The successful bidder will be required to present a certification of Affidavit Action Compliance.

In accordance with Department of Housing and Urban Development (HUD) regulations, the Authority is required to establish a goal of awarding at least 30 percent of the dollar value of construction contracts to Minority Business Enterprises (MBEs) or General Contractors with MBE participation. In accordance therewith, prime contractors are required to meet or exceed this 30% MBE participation goal by time of bid.

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

### **Payments**

Payments shall be made on the basis of the bedroom size (i.e. 1,2,3,4 or 5 bedrooms), which shall include all of the contents of a residents' unit. Price shall be for one complete move.

### **Documentation**

The Contractor shall maintain sufficient records, which provide THA with the appropriate documentation for each move which shall include but is not limited to the following:

- Resident Name
- Address Moving From
- Address Moving To
- Date of Move
- Cost, with breakout of base price and any additional charges

## **Completeness**

Any bidder who fails to submit the following required documents with their bid, insufficient detail, and completeness, may be declared non-responsive and ineligible for consideration.

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

- Complete Bid Form, Section 00400.
- Complete Representation, Certifications and Other Statements of Bidders (HUD 5369A) Section 00450.
- Complete Statement of Bidder's Qualifications, Section 00460.
- Complete Section 3 & MBE Compliance Certification Form Section 00470.
- Complete Non-Collusive Affidavit Section 00480
- Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

Proposal shall be made on unaltered bid forms, which are incorporated within the bidding documents. All blank spaces shall be completed. Proposals shall be signed with name typed below signature. When bidder is a corporation, proposals shall be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

The Authority intends to award multiple contracts on the basis of the lowest and most responsible bid for all work to be performed in the above referenced project.

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

Bidders shall carefully examine the documents and project site to obtain first-hand knowledge of existing conditions. Contractors will not be given an extra payment for conditions that can be determined by examining the site and documents.

The Authority reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly may result in rejection of the Bid.

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

BY ORDER OF JEROME D. RYANS, PRESIDENT/CEO.

**END OF INVITATION FOR BID**

# 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:]



## Relocation Services - Moving Contractor

### Brief Scope

The Tampa Housing Authority is seeking sealed bids from qualified Moving Contractors to provide all labor, equipment, tools, moving supplies, vehicle(s) and transportation to provide moving/relocation services for former North Boulevard/Mary Bethune families moving back to the West River Development. The selected contractor(s) shall provide the service for a period of one year with the option to renew up to three years

All moving services will be performed by the moving contractor within a 50-mile radius of the West River Development. Moving services that extend beyond the 50-mile radius shall be charged an additional per mile cost for each mile over 50 miles. Additional mileage shall be charged at the IRS standard mileage rate.

Qualified moving contractors shall perform the following:

### General Requirements

1. Contractor shall provide quality assurance in strict accordance with all current moving company industry standards as well as the terms, conditions, special Contract requirements, specifications, attachments and exhibits contained in the General Conditions of Contract as well as this project's contract documents.
2. Verification of existing conditions.
  - a) It shall be the Contractor's sole responsibility to verify existing conditions as related to Relocation Services set forth in this scope of work. The Contractor shall be satisfied that there are no discrepancies between actual field conditions and the final Scope of work as issued. Before ordering materials/products, the Contractor shall verify all conditions to insure proper execution of the items of work. The Contractor shall notify the THA Relocation Manager immediately of any hidden condition discovered which might affect the progress of work.
3. The work shall be done during regular THA working hours Monday through Friday 08:00 am - 05:00 pm. The Contractor may be authorized to work weekends or evenings on an as requested and approved basis. The Contractor shall coordinate with the Relocation Manager to receive authorization to work outside of regular THA working hours.
4. Contractor shall provide at all times a clean work site, including designated storage areas, free from accumulation of waste materials.



### Detailed Scope of Work

5. The Contractor shall protect the resident's property including furniture, personal items, etc. at all times.
6. Contractor shall maintain documentation of project to ascertain compliance with the General Requirements of the Contract.
7. THA is not responsible for providing toilet facilities, water or temporary power to perform the work. These items may be provided at THA's discretion.
8. All current applicable OSHA rules and regulations must be followed at all times. Security of work site area will be the responsibility of the Contractor.
9. Extreme care shall be taken at all times regarding the safety of residents and THA staff.
- 10. Due to COVID 19 moving company employees shall be equipped, wear and use company provided PPE (face masks, gloves and hand sanitizer) as recommended by the CDC.**

### Detailed Scope of Work

1. Contractor shall ensure that all employees and the subcontractors scheduled to perform Relocation Services work for the THA must wear their company shirt with visible company and employee name or employee company name tags. All employees shall also wear face masks and gloves.
2. One-way moves will be performed by the moving contractor within a 50-mile radius of The West River Development.
3. **Moving Supplies**: Contractor shall supply all related moving materials including boxes, tape, rope, packing paper, labels, etc. as needed and requested by residents during the packing phase of the physical move.
4. **Packing Assistance**: Certain elderly and disabled residents may need assistance with packing their personal belongings including clothing, dishes/pots and other items. Residents requiring this special assistance packing and unpacking shall be determined by the Relocation Manager. Contractor will receive advance notice from the Relocation Manager for residents requiring this special assistance. The Contractor will carefully and neatly pack these items into appropriate boxes, unpack them and place them into the requested cabinet, shelves or drawers as identified at the new address.
5. **Physical Move Assistance**: Contractor shall supply all equipment, vehicle(s), transportation, tools and crew to break down beds, other furniture, pack them neatly on



## Detailed Scope of Work

moving vehicle along with the packed boxes of personal belongings. Contractor must schedule onsite inspection meeting at the assigned resident's current unit to survey packing needs, required moving supplies and to schedule actual physical move. Moving process for assigned residents shall be completed within seventy-two (72) hours from date of assignment by Relocation Manager. The Contractor shall transport the packed items of the residents to the new unit (apartment, house) set-up beds, other furniture and personal belongings at the new unit per the resident's instructions.

6. **Set-Up at New Unit:** Upon completion of the physical move, the Contractor shall have the responsibility of furniture set-up in each room of the new unit. The set-up services shall include setting up all beds in bedrooms, furniture in bedroom, in living room and kitchens. Labelled boxes shall be placed in the appropriate rooms to be unpacked by resident at the family's convenience.
7. This is an indefinite quantity contract solicitation; there is no guaranteed number of moves that the mover will perform as some residents may choose to move themselves. The Housing Authority has the discretion to award more than one Relocation Services Moving Contract to more than one Contractor that submits the lowest, most responsive and responsible firm fixed cost per unit bid based on the listed bedroom sizes in this bid form in Section 00400:

\_\_\_\_\_ : Efficiency or 0-Bedroom Apartment 415SF

\_\_\_\_\_ : 1-Bedroom Apartment 540-595SF

\_\_\_\_\_ : 2-Bedroom Apartment 650 – 930SF

\_\_\_\_\_ : 3-Bedroom Apartment 1100-1260SF

\_\_\_\_\_ : 4-Bedroom Apartment 1930SF

**End of Scope**



HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST  
Updated February 25, 2015

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

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



HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST  
Updated February 25, 2015

|  |   |                          |  |                             |  |
|--|---|--------------------------|--|-----------------------------|--|
| <b>Full of Hope Cleaning Services</b>    | Construction and Janitorial Cleaning  | Hope Terrible            | 6913 Bon Air Dr.,<br>Apt. C<br>Tampa, FL 33617 | 813-992-5382                | <a href="mailto:hterrible@yahoo.com">hterrible@yahoo.com</a>                           |
| <b>High Ground Construction, LLC</b>     | masonry, fencing, demolition, site clearing and clean up  | Carol D. Williams-Ransom | 3507 Genesee Street,<br>Tampa, FL 33610        | 813-957-2748                | <a href="mailto:ransomcw@yahoo.com">ransomcw@yahoo.com</a>                             |
| <b>I. B. B., Inc.</b>                    | install privacy walls, retaining walls, buffer walls, sound walls, security walls, animal containment walls, enclosures, fencing, etc | Donald Burkett           | 2804 Lutz Lake Fern Rd., Tampa, FL 33558       | 813-949-4786                | <a href="mailto:donb@burint.com">donb@burint.com</a>                                   |
| <b>Johnson &amp; Johnson Janitorial</b>  | Janitorial Cleaning, Construction Cleaning, Enviromental Services   | Janice and Earl Johnson  | 7901 Bahia Ave.,<br>Tampa, FL 33619            | 813-629-6565 / 813-677-7317 | <a href="mailto:Janice.johnson33@verizon.net">Janice.johnson33@verizon.net</a>         |
| <b>Johnson Hauling</b>                   | Concrete stucco block, tree trimming, painting  | Eugene Johnson           | 709 E. Lake Ave.,<br>Tampa, FL 33603           | 813-417-9116                | <a href="mailto:johnsonhauling@yahoo.com">johnsonhauling@yahoo.com</a>                 |
| <b>NuTech Roofing &amp; Construction</b> | Licensed Roofing Contractor, Licensed general contractor  | Ramiro Rubio             | 11806 Baytree Drive, Riverview, FL 33569       | 813-787-9800                | <a href="mailto:rrubio.group@gmail.com">rrubio.group@gmail.com</a>                     |
| <b>Paramount Trim, Inc.</b>              | Trim, finishes, cabinetry, licensed general contractor  | Walid Benkhaffed         | 7419 Savannah Lane, Tampa, FL 33637            | 813-927-1082                | <a href="mailto:paramounttrim@yahoo.com">paramounttrim@yahoo.com</a>                   |
| <b>Pipeline Construction, LLC</b>        | Site preparation and underground utilities  | Christopher Lee          | 1313 33rd Avenue,<br>Tampa, FL 33603           | 813-927-6646                | <a href="mailto:pipelinecontractingLLC@yahoo.com">pipelinecontractingLLC@yahoo.com</a> |

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



HOUSING AUTHORITY OF THE CITY OF TAMPA  
SECTION 3 CONTRACTORS LIST  
Updated February 25, 2015

|   |   |                         |  |  |  |
|---|---|-------------------------|--|--|--|
| <b>Special "K" Cleaning and Service Co.</b> | Janitorial Cleaning and Window Cleaning   | Lear Johnson<br>Lockley | 1112 Union Street,<br>Tampa, FL 33607                  | 813-258-9593                                     |  |
| <b>Sunbelt Constructing Company LLC</b>     | Flooring  | Mark Stalsitz           | 3109 Reseda Court,<br>Tampa, FL 33618                  | 813-312-4460                                     | <a href="mailto:sunbelt.mark@gmail.com">sunbelt.mark@gmail.com</a>   |
| <b>SunScape Grounds Maintenance</b>         | Landscape and Lawn Maintenance  | Demond Bryant           | 3624 18th Street N.,<br>Tampa, FL 33603                | 813-376-8755 / 813-247-3100                      | <a href="mailto:sunscapegmi@verizon.net">sunscapegmi@verizon.net</a> |
| <b>Usama Specialty Finishes, Inc.</b>       | Painting, Zolatone, Polomyx, Vari-Krom, Wall Covering, Waterproofing, Caulking and Sandblasting | Muqit Usama             | 28471 U.S. Highway 19 N, #500,<br>Clearwater, FL 33761 | 727-725-9005 / 727-410-0166 / 727-726-7363 (fax) | <a href="mailto:usama57@verizon.net">usama57@verizon.net</a>         |
| <b>Z's Fine Furniture, Inc.</b>             | Kitchen and bathroom cabinets install and refacing, furniture                                   | Gina and Michael Zayas  | 4401 W. Jean Street,<br>Tampa, FL 33614                | 813-323-3893 / 813-309-2339                      | <a href="mailto:mikezcabinets@gmail.com">mikezcabinets@gmail.com</a> |

**For Questions Regarding Section 3, please contact  
Yasmin Dilbert, Housing Authority of the City of Tampa Office of Real Estate  
Development, 5301 W Cypress Street, Tampa, Florida 33607  
813-341-9101 ext. 2260 or e-mail at [yasmin.dilbert@thaf.com](mailto:yasmin.dilbert@thaf.com)**

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

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**BID FORM****Moving Services Contractor****IFB FY 20-IFB-05****Attention:**

The undersigned, having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, and with the Detailed Scope of Work, including the Invitation to Bid; Instructions to Bidders, this Bid Form, the form of the Non-Collusive Affidavit; the form of the General Conditions; the Special Conditions, Addenda, if any and any other associated forms or documents thereto, on file in the Office of the Housing Authority, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required, complete with all associated work required by the plans and specifications. Questions concerning bid documents shall be directed to the Housing Authority Contracting Officer.

The following principles shall govern the competitive bidding process:

1. In the event an error is made totaling amounts listed on the bid form the award will be made on the basis of amounts correctly extended.
2. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bid non-responsive.
4. All questions concerning the bid documents requiring additional information or clarification shall be submitted in writing to THA via Fax 813-367-0760, Attention: **Contracting Officer**. All questions will be accepted until Tuesday September 22, 2020 @2:00pm. All answers to questions shall be in writing.
5. The Housing Authority reserves the right to activate any alternate bids for a period of sixty days subsequent to the date of contract award.
6. All prices and information required on the bid form must be typewritten or written legibly in ink.
7. Any stipulations made as to the bidder's bid shall subject the bid to rejection. If bidder wishes to include additional information, bidder may do so with attachments. However, alternate proposals will not be considered unless specifically requested in these specifications.
8. Any bidder having a complaint or protest regarding this bid must submit the complaint or protest in writing to the Housing Authority's Contracting Officer eight (8) or more days prior to the date set for opening of bids. Any bidder protesting a bid opening must submit the protest in writing to the contracting officer no later than five (5) days after bid opening for the protest to be considered.





BIDDER agrees to perform all the work described in these Contract Documents for Relocation Services Moving Contractor for the following firm fixed cost:

\_\_\_\_\_ : Efficiency or 0-Bedroom Apartment

\_\_\_\_\_ : 1-Bedroom Apartment

\_\_\_\_\_ : 2-Bedroom Apartment

\_\_\_\_\_ : 3-Bedroom Apartment

\_\_\_\_\_ : 4-Bedroom Apartment

\_\_\_\_\_ : 5-Bedroom Apartment

Subcontractor List: The Housing Authority requires bidders to identify subcontractors that have provided proposals for this bid and who may be considered if the contractor is the bid winner. This list of subcontractors shall demonstrate the level of commitment to achieving the Authority's stated MBE and Section 3 goals. The Authority realizes that firm commitments will not be made by the General Contractor until after the GC is announced as the successful bidder. The subcontractors on the list may therefore be modified by the GC subject to review by the Authority.

| Subcontractor Name & Address | Type of Work | Approx. | License # | Ownership (check) |
|------------------------------|--------------|---------|-----------|-------------------|
|------------------------------|--------------|---------|-----------|-------------------|

FY2015/2016



Bid Form

|  | Classification | Amount |  | MBE | SECT. 3 | LOCAL |
|--|----------------|--------|--|-----|---------|-------|
|  |                |        |  |     |         |       |
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**ADD ADDITIONAL PAGES AS NECESSARY**

- MBE** - Minority Business Enterprise as defined in Section 00810
- Section 3** - Section 3 Business Concern as defined in Section 00810
- Local** - A business who has a local, City of Tampa or Hillsborough County business office address.



**ADDENDA:**

Bidder hereby acknowledges the following addenda issued during the bidding period:

Addendum # 1 issued, \_\_\_\_\_  
(enter date of addendum, if any)

Addendum #2 issued, \_\_\_\_\_  
(enter date of addendum, if any)

In submitting this bid it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) consecutive calendar days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agree to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) consecutive calendar days after the contract is presented to him/her for signature.

DATE \_\_\_\_\_ NAME OF BIDDER \_\_\_\_\_

SEAL BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ PHONE \_\_\_\_\_

CITY OF \_\_\_\_\_ FEDERAL I.D. NUMBER \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

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

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4. Organizational Conflicts of Interest Certification

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

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

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

### 5. Bidder's Certification of Eligibility

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

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

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

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

### 6. Minimum Bid Acceptance Period

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

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

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

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



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

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

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

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

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

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

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly-owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

- (Check the block applicable to you)
- Black Americans  Asian Pacific Americans
- Hispanic Americans  Asian Indian Americans
- Native Americans  Hasidic Jewish Americans

**8. Indian-Owned Economic Enterprise and Indian Organization Representation**

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

The bidder represents and certified that it:

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

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

for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)**

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the



proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods:

**11. Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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



NON COLLUSIVE AFFIDAVIT

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

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

\_\_\_\_\_, being first duly sworn,

deposes and says,

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

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

Subscribed & sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.





**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: \_\_\_\_\_

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

=====  
**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
=====

### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

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

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

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



## SPECIAL CONDITIONS

**The following conditions modify the “General Conditions of the Contract for Non-Construction/Public and Indian Housing Programs”, Form HUD-5370-C. Where a portion of the General Condition is modified or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.**

### INSURANCE

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers’ Compensation, in accordance with Florida Workers’ Compensation Laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a made” policy, the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract; the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for combined single limit for bodily injury and property damage of not less than \$1,000,000.

All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of Florida. If any such insurance is due to expire during the

contract period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior to written notice has been given the Contracting Officer.

### SUPERVISION

The Contractor shall provide a full-time Superintendent who shall be responsible for all phases of work performed under this Contract. The Superintendent shall not perform work with tools except in specific instances when approved by the Housing Authority of the City of Tampa.

### INSPECTION

The Housing Authority of the City of Tampa will appoint a Relocation Manager to inspect the work performed under this Contract for compliance with the Scope of the Work.

The Contractor shall furnish all reasonable assistance required by the Relocation Manager for the proper inspection and examination of the work.

The Contractor shall follow the directions and instructions of the Contract. Should the Contractor object to any order given by any Relocation Manager, the Contractor shall make written appeal to the Contracting Officer for a decision.

The Relocation Manager and other authorized representatives of the Housing Authority of the City of Tampa shall be free at all times to perform their duties and any attempted intimidation of any Tampa Housing Authority Staff or Residents by the Contractor or by any of his employees shall be sufficient reason, if the Housing Authority of the City of Tampa so decided, to terminate the Contract. Furthermore, such inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the contract documents.

### **ON-SITE STORAGE**

If, during the course of the contract, the Contractor finds it necessary to place temporary storage trailers containing materials and/or equipment on the Housing Authority property, an on-site area will be authorized in writing and designated by the Housing Authority. However, the Housing Authority assumes no responsibility for such stored material, equipment, buildings or trailers.

### **COMPETENCE OF WORKMEN**

Every worker on any part of this Contract shall be competent to perform the task to which he/she is assigned. Supervision for each crew shall be done by a Supervisor is capable of directing the work. Conditions which require the constant presence of a Housing Authority of the City of Tampa staff member to assure the quality of the work will not be tolerated. Any worker who does not produce quality workmanship through lack of cooperation or incompetence shall be promptly removed from the job upon written order by the Authority. The judge of quality of workmanship shall be the Housing Authority of the City of Tampa.

### **AFFIRMATIVE ACTION REQUIREMENT**

Under Executive Order 11246, as amended, the Housing Authority shall advise all construction-related Contractors and contracts over \$10,000 to document affirmative actions taken to ensure equal opportunity in employment. This documentation is subject to review by the Regional Office of the Department of Labor. As a part of normal contract administration, the Housing Authority will determine compliance with the equal opportunity clause or written affirmative action requirements and will review Contractor performance to ensure that these responsibilities are met.

### **RESPONSIBILITIES OF CONTRACTORS AND SUBCONTRACTORS**

All Contractors and Subcontractors are required to take affirmative action to comply with the equal employment opportunity provisions of Executive Order 11246, as amended.

### **CONTRACT PERIOD**

The Contractor shall be under contract for 1 years of the effective date of the contract or within the time schedule established in the notice to proceed issued by the Contracting Officer.

### **MINORITY BUSINESS ENTERPRISE OPPORTUNITY**

#### **MBE REQUIREMENTS**

Under Executive Orders 11625 and 12432, the Housing Authority, as part of its Affirmative Action Program, provides every feasible opportunity for minority and women business enterprises to participate in bidding for work. In accordance with the Department of HUD regulation, the Authority is required to establish a goal of awarding at least 20 percent (20%) of the dollar value of construction contracts to Minority Business Enterprises or General Contractors with 20% MBE participation. The contractor shall make regular reports as required by the Housing Authority to demonstrate that this goal is being met.

### **DEFINITIONS**

**MBE** means a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include African-Americans, Puerto Ricans, Spanish-Speaking Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish persons, Asian Pacific Americans, and Asian Indians.

**Owned or controlled** by one or more socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possess at least 51 percent

(51%) of the ownership of the business and its management and daily business operations are controlled by such person(s).

**Section 3 business concern** means a business concern, defined as:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within 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 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of a section 3 business concerns.

**Section 3 resident** means:

- (1) A Housing Authority of the City of Tampa public housing resident; or
- (2) An individual who resides within the City of Tampa and who is:
  - i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
  - ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42

U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

### Section 3 Cause

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability; of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 125.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

### INDEMNIFICATION

Contractor agrees to save, indemnify, and hold harmless the Authority, its directors, officer, agents, and employees from any and all claims, losses, and expenses (including reasonable attorney's fees), or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all Contractors. Sub-contractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the negligent

performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the negligent performance of this Agreement.

**END OF SPECIAL CONDITIONS**