

**Professional Pest Control Services  
FOR  
Tampa Housing Authority**

**Solicitation No. FY24-IFB-02**

Issue Date: **Thursday, March 13, 2025**  
Pre-Bid Conference: **Wednesday, March 26, 2025 @ 10:00 AM (EST)**  
Deadline for questions: **Thursday, April 3, 2025 @ 5:00 PM (EST)**  
Submission Deadline: **Tuesday, April 15, 2025 @ 2:00 PM (EST)**

**Board of Commissioners:**

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**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





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## INVITATION FOR BID

Bid No. **FY24-IFB-02**

Date Issued: **3/13/2025**

The Housing Authority of the City of Tampa (the "Authority") will receive sealed bids for the **Professional Pest Control Services for Tampa Housing Authority until 2:00 p.m.** (prevailing Tampa, Florida time), on **Tuesday, April 15, 2025**. All bids are to be submitted and addressed with bid #FY24-IFB-02 Attn: Tina Washington, Contracting Officer, Tampa Housing Authority, 5301 West Cypress Street, Tampa, Florida, 33607. Bids may be submitted to the 1<sup>st</sup> Floor front desk receptionist, who will date, and time stamp the bid package. All bids will be publicly opened and read aloud. Bids received after the above stated time may not be considered.

Qualified Contractors may pick up copies of the bidding documents by visiting THA's website at [www.TampaHA.org](http://www.TampaHA.org). (click on menu, procurement, and follow the prompts) or by submitting an email request to [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com).

The Authority will hold a Pre-Bid Conference on **Wednesday, March 26, 2025, at 10:00 A.M.** in the Conference Room located on the first floor of 5301 W. Cypress St. Bidders should become familiar with any local conditions that may, in any manner, affect the services required.

All questions concerning the bid documents, requiring additional information, or clarification shall be submitted in writing to THA via e-mail at [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com). All questions will be accepted until **Thursday, April 3, 2025, at 5:00 PM** and responded to in writing with addendum(s) issued to all prospective bidders by visiting the THA's website at [www.TampaHA.org](http://www.TampaHA.org).

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.

The Authority intends to award a contract on the basis of the lowest responsive responsible TOTAL base bid meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to THA's needs, delivery terms, qualifications, and past performance in a single Contract for all work to be performed in the above referenced project.

The Authority reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof to reject any and/or all Bids, and to waive any minor irregularity or technicality. The Authority reserves the right to make multiple awards in its best interest, including primary, secondary, etc. for any and/or all items.

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

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Invitation to Bid



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

The Tampa Housing Authority (THA) shall only be responsible to pay the Contractor for the work listed herein as part of the specifications for this Invitation for Bid. Services under this agreement shall include, but are not limited to the following:

1. The Contractor in conjunction with the Property Manager will develop a monthly schedule (rotation) to ensure compliance with the terms and conditions of the written agreement.
2. The Contractor will apply pest control solutions to all units as scheduled on a monthly basis.
3. All Property Manager's and residents will be provided with a copy of the scheduled rotations at least one week in advance.
4. The Contractor will not deviate from this rotation without giving written notification to the THA, allowing sufficient time for residents to be notified.
5. The Contractor must be given access to every unit. If for some reason access is not available, the Contractor must notify the Property Manager prior to leaving the property.
6. In the event that the resident is concerned and refuses service for health reasons, the Contractor will notify the Property Manager and special arrangements will be made.
7. The Contractor should be prepared to provide pricing for any special services, i.e. ant or spider control.
8. The Contractor agrees to meet with THA Staff and any resident to resolve disputes or concerns.
9. Any services provided without the consent of the Property Manager will not be compensated by the THA.
10. THA will only compensate the contractor for the number of units actually exterminated each month.
11. The Contractor will apply pest control solutions to the Properties and Administrative Offices of THA on a monthly basis.



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12. The Contractor will report the number of units completed at each property on a monthly basis.
13. The Contractor will submit a monthly invoice for services rendered.
14. The Contractor understands that the THA's policy is to pay all invoices 30 days from the date the invoice is received.

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.

**Documents to be submitted with Bid**

- Complete Bid Form, Section 00 41 00.
- Complete Representation, Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C) Section 00 45 01.
- Complete Section 3 & MBE Compliance Certification Form Section 00 62 39.
- Statement of Bidders Qualifications 00 45 13
- Complete Non-Collusive Affidavit, Section 00 45 19.
- Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
- Copy of Certificate of Insurance
- Copy of current Pest Control License

Bid shall be made on unaltered bid forms, which are incorporated within the bidding documents. All blank spaces shall be completed. Bid 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.

**Questions**

Written questions regarding this Invitation for Bid may be directed to [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com).

**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.**



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

**END OF INVITATION TO BID**

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**Invitation to Bid**

SECTION 00 11 16-4



# 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:]



**TAMPA HOUSING AUTHORITY  
INTEGRATED PEST MANAGEMENT  
SCOPE OF WORK**

**PROJECT DESCRIPTION**

The Tampa Housing Authority intends to enter into one or more contracts for pest control services at various locations owned by Tampa Housing Authority. See Bid Form for a current list of Tampa Housing Authority's locations.

Tampa Housing Authority, at its sole discretion, reserves the right to award multiple contracts for these locations or to exclude some of the locations from the contracts. The specific locations, especially the scattered site locations, may vary during the contract.

**COVERED PESTS**

The Contractor shall treat monthly and provide an environment free from:

1. Indoor populations of rodents, insects, including cockroaches, bed bugs, arachnids, termites, and other arthropods.
2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
3. Ants (all species), earwigs, sow bugs, silverfish, and other crawling insects.
4. Nests of stinging insects within the property boundaries of the specified buildings.
5. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.

The Contractor will not be responsible for providing heat treatment or freezing services for bedbugs under the Contract(s) resulting from this IFB. Heat treatment and freezing services for treatment of bedbugs will be solicited when appropriate and as needed per occurrence and independent of this quote.

The Contractor shall notify Tampa Housing Authority if it notices unusual levels of the following pests. Contractor is not responsible for their control unless Tampa Housing Authority and Contractor agree in writing.

1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
2. Wood-destroying organisms.
3. Mosquitoes.
4. Pests that primarily feed on outdoor vegetation

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### ACCESS TO PROPERTY

Tampa Housing Authority will provide Contractor with access to the unit(s) as required. Tampa Housing Authority employee will accompany Contractor when entering any unit.

The pest control services shall be performed monthly in all specified buildings and units, occupied or unoccupied, including but not limited to offices, storage areas, bedrooms, bathrooms, closets, baseboards, shelves, elevators, walls, enclosures, kitchens, dining rooms, hallways, trash rooms, and laundry rooms.

### CATEGORIES OF SERVICES

Contractor shall perform the following tasks for the buildings listed in this Invitation for Bid (IFB).

1. **Initial Inspection:** Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings with Tampa Housing Authority. The following specific points should be addressed:

- a. Identification of problem areas in and around the building;
- b. Discussions of effectiveness of previous efforts;
- c. Contractor access and coordination to all necessary areas;
- d. Establish locations for routine monitoring in common areas; and
- e. Information for the contractor of any restrictions or special safety precautions.

2. **Routine Inspection:** Conduct monthly inspection services for pests, set out or collect monitoring traps, and treat units for pest.

3. **Emergency Inspection:** Conduct inspections and necessary treatment in response to requests by Tampa Housing Authority for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.

4. **Call-Back Service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by Tampa Housing Authority. Call-back service required by Tampa Housing Authority due to contractor negligence will be at no charge.

5. **Unit Turnover Service:** Conduct intensive inspection and necessary treatment as requested by Tampa Housing Authority when units are prepared for occupancy. These units





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will typically be existing units changing residents. They may also be new units added to the scope of the contract.

6. **Special Service:** Conduct inspection and pest control as agreed to by the Contractor and Tampa Housing Authority for pests such as wood-boring insects, birds, and snakes not covered by routine inspections.

### INTEGRATED PEST MANAGEMENT (IPM) PLAN

Tampa Housing Authority has determined that it will control pests using integrated pest management consistent with U.S. Department of Housing and Urban Development's Guidance on Integrated Pest Management.

Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have five (5) days to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. At a minimum, the IPM Plan shall consist of the following:

1. **INTEGRATED PEST MANAGEMENT.** This combines the use of chemical and non-chemical technologies to achieve environmentally sound and effective control measures. As an example, **caulking and foam sealants are non-chemical methods that** should be used to seal small cracks and holes, thus excluding pest avenues and harborage areas. This should be brought to the attention of all properties so that those areas could be taken care of. Chemical applications should be rotated throughout the year to achieve maximum effectiveness against target pest. This includes Gel Baits, Granular Baits, Liquid Residuals, Granular Insecticides, Growth regulators and Contact Insecticide.

2. **Materials and Equipment for Service:** The contractor shall provide current labels and Safety Data Sheets (SDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.

3. **Method for Monitoring and Surveillance:** The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.

4. **Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work



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at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily Tampa Housing Authority operations.

**5. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

**6. Bedbug Treatments** with a Cryonite machine will be used for bedbug treatment. If a larger area needs to be treated, use of chemicals within the guidelines of Federal and Local regulations.

**7. Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

**8. All companies will insure that all materials are applied in accordance with all Federal, State and Manufacturer's Label directions. All companies should use only the safest, greenest and most effective materials on the market today while continually researching the industry for material improvement.** Copies of product labels and material safety data sheets will be provided by the pest control Company.

### UPDATES TO IPM PLAN

Contractor shall receive the concurrence of the Tampa Housing Authority prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on Tampa Housing Authority's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the Tampa Housing Authority for approval.

### CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional pest management personnel who:

1. Understand current practices in this field and have experience providing pest control services in a residential environment.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Cooperate with the building occupants to assure the progress of this work.

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4. Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
5. While working at Tampa Housing Authority-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
6. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
7. Use only contractor vehicles identified in accordance with state and local regulations.
8. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
9. Will comply with all government regulations as are applicable during the time spent on government property.
10. Obtain building passes, if needed, as supplied by the Tampa Housing Authority or appropriate building manager.

Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches will be available for routine and emergency consultation.

The Contractor shall be responsible for removing and disposing of all excess and/or unkneaded chemicals, materials or equipment after an application is completed. The Contractor may not store chemicals or equipment on THA site(s) at any time. Any chemical spills shall be thoroughly cleaned, neutralized, and reported to the Facilities Department in the site report for the visit. In the event of a hazardous chemical spill, Contractor will notify the Facilities Department immediately, follow notification procedures as is customary in the industry, and bear the total expense for the cleanup.

### **MINIMUM STANDARDS OF PERFORMANCE**

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), or building where the problem occurred.

If the contractor fails to arrive at Tampa Housing Authority installation within one (1) workday after the request for callback service, Tampa Housing Authority shall have the right to obtain the service elsewhere and the contractor agrees that the actual cost of such service shall be deducted from the contractor's invoice covering the period for which the outside service was



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obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

Contractor must describe past experience with providing vermin and rodent control for public housing authorities or other large property management organizations and include references.

### REPORTING

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM. Contractor must propose reporting and recordkeeping plans to enable Tampa Housing Authority to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. Tampa Housing Authority will review and approve report format prior to contract award.

**1. Individual Property Reporting:** Upon completion of each treatment cycle at a Tampa Housing Authority property, Contractor must submit the extermination log (with a spreadsheet summary highlighting troubled areas or units) in hard copy format on the day of the treatment. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the Facilities technician who is accompanying the Contractor. Tampa Housing Authority will not pay for work that is not documented by this report or for work documented on the report but not signed by the Facilities Department.

**2. Treatment Cycle Reporting (within one week):** Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

- a. Spreadsheet summary discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
- b. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical. Contractor shall submit reports to the Facilities Department. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

The selected Contractor(s) shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, THA will not process complaints for failure to meet performance requirements of these specifications. This period shall give the Contractor sufficient time to start and thoroughly



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service all locations. The grace period will begin with the Notice to Proceed (NTP) and continue for sixty (60) consecutive days.

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**BID FORM**

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## **Professional Pest Control Services for Tampa Housing Authority**

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### **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; the Wage Determination, the Technical Specifications, The Construction Drawings, 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 by e-mailing [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com).

The following principles shall govern the competitive bidding process:

1. The Housing Authority will award the contract to the acceptable Contractor submitting the lowest responsive **Total Base Bid Amount**.
2. In the event an error is made totaling amounts listed on the bid form the award will be made on the basis of amounts correctly extended.
3. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bid non-responsive.
4. All questions concerning the bid documents requiring additional information or clarification shall be submitted in writing to THA via e-mail at [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com). All questions will be accepted until **Thursday, April 3, 2025** and responded to in writing with addendum(s) issued to all prospective bidders via the THA website at [www.TampaHA.org](http://www.TampaHA.org). (click on menu, procurement, and follow the prompts)
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.

**Bid Form**

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 three (3) days after bid opening for the protest to be considered.

BIDDER agrees to perform all the work described in these Contract Documents  
for **Professional Pest Control Services for Tampa Housing Authority:**

	PROPERTY NAME	ADDRESS	#Bldgs / #Units / Sq.Ft.	Monthly Fee	Annual Fee (Monthly Fee x 12 Months)
1	Arbors at Padgett Estates	4722 South Trask Ave Tampa, FL 33611	10/119/94,526		
2	Azeele Apts.	2801 Azeele Street Tampa, FL 33609	1/10/878		
3	Azzarelli Apts.	5038 Temple Heights Tampa, FL 33617	7/30/28,812		
4	Bay Ceia Apts.	3422 S. MacDill Ave Tampa, FL 33629	3/40/27,144		
5	Bridges Building	1800 W. Rome Avenue Tampa, FL 33607	1/4,100		
6	C. Blythe Andrews	2201 E. Osborne Avenue Tampa, FL 33610	10/57/79,928		

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**Bid Form**



**Bid Form**

7	Cedar Pointe Apts	6926 Temple Palms Avenue Tampa, FL 33617	8/84/68,340		
8	Corporate Office	5301 W. Cypress Street Tampa, FL 33607	1/66,824		
9	JL Young Annex	8218 N Florida Ave Tampa, FL 33604	1/7,873		
10	JL Young Apts.	8220 N Florida Ave Tampa, FL 33604	12/400/203,680		
11	Moses White Apts.	4902 E. Diana Street Tampa, FL 33610	17/69/73,519		
12	Oaks at Riverview Community Center	110 E. Kirby Street Tampa, FL 33604	1/9,022		
13	Osborne Landing Apts	3502 E. Osborne Avenue Tampa, FL 33610	2/43/38,750		
14	Scruggs Manor Apts.	11201 N. 22nd Street Tampa, FL 33612	13/86/81,600		
15	Seminole Apts.	4706 Muskogee Court Tampa, FL 33610	23/100/71,524		
16	Shimberg Estates	1314 W. Sligh Tampa, FL 33604	10/78/59,008		
17	SoHo Apts.	212 S Howard Ave Tampa, FL 33606	1/14/8,316		
18	Squire Villa Apts.	5818 N. Rome Avenue Tampa, FL 33603	1/30/20,220		

**Bid Form**



**Bid Form**

19	St. Louis / St. Conrat Apts.	2310 St. Louis Street Tampa, FL 33607	4/8/7,584		
20	Youthbuild Building & Revive Church	1803 Howard Avenue Tampa, FL 33607	1/9,725		
			Total		

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 \_\_\_\_\_

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**Bid Form**

# Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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

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

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:



**NON COLLUSIVE AFFIDAVIT**

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

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

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

deposes and says,

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

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

Subscribed & sworn to before me

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

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

**END OF NON COLLUSIVE AFFIDAVIT**

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**Non Collusive Affidavit**



## **Non Collusive Affidavit**

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

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

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

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





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

\_\_\_\_\_  
(Signature)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

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



## **Section 3 & MBE Compliance Certification Forms**

### **Section 3 & MBE Compliance Certification Forms**

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





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

**Housing Authority of the City of Tampa**  
**Section 3 Program**

*Certification for Business Concerns Seeking Section 3 Preference*

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

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

Type of Section 3 Business:

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Partnership   |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Joint Venture |

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

\_\_\_\_\_  
\_\_\_\_\_

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

For person claiming status as a Section 3 Resident:

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

For the Section 3 Business entity as applicable:

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

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

CORPORATE SEAL

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

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

**HOUSING AUTHORITY OF THE CITY OF TAMPA**



## Section 3 & MBE Compliance Certification Forms

### SECTION 3 PROGRAM

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

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

☐ **Is a Section 3 Business concern.**

*A Section 3 Business concern means a business concern:*

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

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

**EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**

(Check ALL that apply)

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

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

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

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

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

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

☐ By actively supporting and undertaking joint ventures with Section 3 businesses

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS:**

(Check ALL that apply)

☐ By entering into a "first source" hiring agreements with organizations representing Section 3 residents

☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades

☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents

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

☐ By arranging interviews and conducting interviews on the job site

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

\_\_\_\_\_  
Authorized Signature of the Bidder & Date

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



### Section 3 & MBE Compliance Certification Forms

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

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

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

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

A. Total Number of Current Employees? \_\_\_\_\_

B. Total Number of Anticipated New Hires and Trainees. \_\_\_\_\_

C. Total Number of Section 3 New Hires & Trainees?  
(the established goal is 30% of Line B) \_\_\_\_\_

**Adjoining Worksheet**

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

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

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

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

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

**Applies to construction contracts only:**

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

**Applies to professional service contracts and suppliers:**

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

**Applies to all contracts:**

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

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

**Part III – Certification**

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

Signature:	Print Name and Title	Date
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# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

- 
- (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:

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(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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.



The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### 18. 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.

#### 19. 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.

#### 20. 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.

#### 21. Liens

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

#### 22. 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 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) 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.
- (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