

RFP FY2011-RFP-01



“PROFESSIONAL PROPERTY MANAGEMENT TRAINING“

May 13, 2011

Mr. Nicholas W. Dickerson, Director of Contracting
THA Purchasing & Contracting Office
1529 W. Main Street, Suite 213
Tampa, FL 33607



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL PROPERTY MANAGER TRAINING SERVICE**

1. Introduction

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the Tampa Housing Authority (THA) formally request competitive proposals from qualified, responsible, certified firms or individuals interested in providing comprehensive property management training services for the Housing Authority Public Housing and Section 8 program.

Proposals shall be received until **2:00 p.m.** (prevailing Tampa, FL time) on **Tuesday, May 31, 2011**, **at 1529 W. Main St, Suite 213, Tampa, FL 33607.** **Proposals received after this date and time will be rejected.**

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

The Tampa Housing Authority
ATTN: Mr. Nicholas Dickerson, Director
Contracting & Procurement
1529 W. Main St. Suite 213
Tampa, FL 33607

Questions regarding this RFP may be directed to Mr. Wence H. Cunningham, Director of Public Housing at (813) 253-0551, Ext 111 or Nicholas Dickerson, Contracting Officer at 813/253-0551, ext. 109.

2. General Information THA is a public housing authority created pursuant to Florida Statutes. It develops, owns, and manages public, and affordable housing in the City of Tampa, Florida (and in some cases, outside the City limits into Hillsborough County), and administers other federal housing subsidy programs in Tampa. The housing authority's administrative offices are located at 1529 W. Main St., Tampa, Florida 33607 where administrative personnel are located as well as relevant records.

THA presently owns and operates 2,906 low-rent public housing units located on 17 separate sites. In addition, THA administers the Section 8 Program for 5,400 certificates and vouchers for rental assistance and 306 units of new construction, 700 units of Affordable housing, and 72 bed ALF.

A seven (7) member Board of Commissioners, appointed by the Mayor of the City of Tampa, administers THA. The Board hires the President/CEO, establishes policy, approves contracts, and sets long-range goals for THA. The Chairman of the Board of Commissioners is Ms. Hazel Harvey.



Jerome D. Ryans, President/CEO has been on staff since May 1998. THA has approximately 260 staff members and total assets of approximately \$131,000,000.

No member, officer, employee of THA or member of the City of Tampa Council shall, during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

The Housing Authority of the City of Tampa reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any formalities or irregularities.

The THA in accordance with the Executive Order 11625, 12138, 12432 and Section 3 of HUD Act of 1968 encourages participation by businesses owned and operated by residents, minorities and women.

SECTION A

A-1 Type of Contract

The Tampa Housing Authority contemplates the award of one (1) contract resulting from this solicitation. The term of this contract shall be one (1) year from date of award or until the provisions of this contract are fulfilled. THA reserves the right not to exercise the option year(s).

SECTION B

B-1 Scope of Services

The selected Respondent shall perform all the duties and responsibilities normally associated with providing professional property management training services. The Housing Authority desires to provide a series of professional onsite training sessions for its Public Housing property management staff. Training will need to be linked to the existing Yardi programs currently in use. Training schedule is expected to require four consecutive days, Tuesday thru Friday. Consultants are urged to propose a training proposal revolving area these key areas:

Day One - Basic HUD Regulations Governing Family Eligibility & Application/Waitlist Operation

- Key Federal regulations governing eligibility requirements
- Eligibility factors and how they affect families applying to the PHA
- Role of THA Admission & Continued Occupancy Policy (ACOP)
- Waitlist management including taking of applications, processing, preferences, denials & removals
- Selection of applicants from waitlist and unit assignment process



Day Two – Occupancy Cycle Overview

- Review of the requirements of HUD's Public Housing Occupancy Guidebook
- Review of entire leasing process
- Tenant Screening, including criminal and suitability background checks
- New Reasonable Accommodations guidelines
- Fair Housing and Section 504
- Federal requirements for the lease
- Lease termination and grievance procedures
- Pet rules

Day Three – Calculating Rent for Public Housing Residents

- Types of income to include or exclude from annual income
- Calculations and tracking Earned Income Disallowance
- Types of assets and methods to calculate income from assets
- Various HUD allowances (deductions) used in adjustment to incomes, including dependent allowance, child care, medical, etc.
- Steps to calculate adjusted family income & total tenant payment, utility allowance deduction
- Verification of income and HUD mandate to utilize EIV

Day Four – Asset Management/Property Based Management Overview/Certification Examination

- Hour or so presenting a basic overview of HUD Asset Management requirements
- Certification examination

B-2 Additional Requirements

Respondents shall design their training proposals to handle all aspects of the above-mentioned subject areas. The Respondents must propose to facilitate the training sessions at a Housing Authority's designated facility and be able to handle a minimum of 35 employees for each module. Training sessions must also be designed to follow a sequence order (simple/basic to the more complicated) and may design a certificate as the end product for a given module. Respondent shall provide one (1) master copy of all training and testing materials to the Tampa Housing Authority. The Housing Authority shall be responsible for copying enough packages to ensure that one is available for each staff member attending the training sessions. The Housing Authority shall also provide classroom space for the training. Respondent shall negotiate the tentative dates for the proposed training sessions.

SECTION C

C-1 Evaluation Criteria

Proposals that meet the threshold criteria/submission requirements will be evaluated as described below. The evaluation of professional qualifications of the proposals will be based on the demonstrated qualifications including, references from other clients, technical criteria, and proposal evaluation scoring. Specific evaluation criteria to evaluate the technical qualifications of each Proposer and their degree of importance/relative weight area as follows:

An evaluation committee shall evaluate and score each proposal using the method described in this request for proposal. A contract will be awarded to the Proposer whose proposal best meets the needs and requirements of THA. Failure to meet the threshold requirements may result in rejection of the



proposal. THA reserves the right to reject any and all bids, to award one or more contracts or no contract. An interview with finalists may or may not be required at the discretion of THA. In the event an interview is required, the interview will be evaluated using up to a possible ten (10) bonus points. Points awarded will be added to Proposers final score. All Proposers, or only Proposers who fall within the competitive range, may or may not be interviewed.

THA shall review proposals on the basis of qualifications, and technical merit using the weighted criteria described above. Following is a summary of weighted selection criteria:

EVALUATION CRITERIA

QUALIFICATIONS

POINTS

40 Points

Qualifications (biographies) of staff assigned to this engagement, including management certifications and licensing and the references of at least five (5) recent Housing Authority clients for which a similar type of training was performed.

EXPERIENCE

POINTS

40 Points

Experience in providing property management training certification services for Public Housing Authorities or other like property management associations.

OVERALL RESPONSIVENESS

POINTS

10 Points

MINORITY/WOMEN BUSINESS ENTERPRISE AND SECTION 3 PARTICIPATION (5 points each)

POINTS

10 Points

OPTIONAL INTERVIEW

BONUS POINTS

10 Points

C-3 Negotiations and Award

Unless there is no need for negotiations with any of the Proposers, negotiations shall be conducted with Proposers who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to THA. Such Proposers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and



advise Proposers of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No Proposer shall be provided information about any other Proposers proposal, and no Proposer shall be assisted in bringing its proposal up to the level of any other proposal. Proposers shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. THA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to THA.

SECTION D

D-1 Instructions to Proposers

See HUD Form 5369-B, Instructions to Offerors, Non-Construction. THA hereby excludes Item 6, Late Submissions, Modifications, and Withdrawal of Offers, of HUD Form 5369-B, Instructions to Offerors, Non-Construction.

SECTION E

E-1 Required Certifications

See HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction and, see Section 3 & MBE Compliance Certification.

E-2 Acceptance of Proposals

Proposal must be signed, sealed and received in completed form at the THA Contracting/Procurement Office located at 1529 W. Main St., Suite 213, Tampa, Florida 33607 no later than the proposal submission time and date. **Proposals submitted after the designated date and hour will not be accepted for any reason.**

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

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



E-3 Confidential Material

Any material submitted by a Proposer that is to be considered as confidential must be clearly marked as such.

E-4 Financial Statements

The Proposer may be requested to submit current financial statements. Furthermore, the Proposer shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

E-5 Withdrawals of Proposals

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

E-6 Incurring Costs

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

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

E-7 Third Party Claims on Services or Software

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

E-8 Ineligible Contractors

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



E-9 Award of Contracts

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

SECTION F

F-1 Mandatory Clauses

See HUD Form 5370-C, and General Contract Conditions Non-Construction.

SECTION G

G-1 Insurance

The successful Proposer shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by THA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to THA in the event coverage is substantially changed, canceled, or non-renewed.

The Proposer shall require all subcontractors to carry the insurance required herein, or the Proposer may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Proposer and all subcontractors agree that insurers shall waive their rights of Subrogation against the Tampa Housing Authority.

The Proposer expressly understands and agrees that any insurance or self-insurance programs maintained by the Tampa Housing Authority should apply in excess of and not contribute with insurance provided by the successful Proposer and subcontractors under the Contract.

- (a) The successful Proposer shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to Properties which may arise from or in connection with the performance of the work hereunder by Proposer, its agents, representatives, volunteers, employees or subcontractors. Proposer acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.

- 1. Proposers insurance coverage shall be primary and non-contributory with respect to THA,

its officials, employees and volunteers.

2. To the extent that subcontractors may be used, Proposer shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
 3. Certificates of insurance and endorsements shall be furnished to THA and approved by THA before services are furnished. THA must be named as an "Additional Insured".
 4. The following standard insurance policies shall be required:
 - I. Commercial General Liability Policy
 - II. Worker's Compensation Policy
 - III. Professional Liability
 - IV. Automobile Liability
 5. Approval, disapproval or failure to act by THA regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerates Proposer from liability.
- (b) The following requirements are applicable to all policies:
1. A carrier with an A-VIII or better rating in accordance with current A.M. Best Key Rating Guide shall write Commercial General Liability and Workers Compensation insurance.
 2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
 3. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by THA.
 4. "Claims made" policies will not be accepted.
 5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to THA.
 6. Upon request, certified copies of all insurance policies shall be furnished to THA.
- (c) COMMERCIAL GENERAL LIABILITY INSURANCE. The following Commercial General Liability Insurance is required:



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1. Minimum Limits of \$500,000 per Occurrence with an annual Aggregate of \$5,000,000 for Bodily Injury, Personal Injury and Property Damage.
 2. Coverage shall be provided for premises/operations and product/completed operations hazards.
 3. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 11/80) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written proposal and must be approved by the THA risk manager.
- (d) WORKERS' COMPENSATION INSURANCE: The following Worker's Compensation is required:
1. Minimum Employer's Liability limits of:
 - (a) By Accident - Florida Statutory Limit.
 - (b) By Disease - Florida Statutory Limit.
 2. A waiver of subrogation in favor of THA must be endorsed to the policy.
 3. "Florida", must appear in item 3A of the declarations page of item 3C must contain the following: "All states except those in Item 3A and the state of NV, ND, OH, WA, WV and WY.
- (e) PROFESSIONAL LIABILITY INSURANCE: \$1,000,000 in Professional Liability Insurance with coverage terms and conditions consistent with the services contemplated by the Scope of Services. Coverage extension shall enable the Authority to make claims under such policy for the term provided by law following discovery or the termination of this Agreement. When the policies are renewed or replaced, the policies retroactive date must coincide with or precede the start of work under this Agreement. A policy, which is not renewed or is not replaced, must have an extended reporting period of one (1) year.
- (f) AUTOMOBILE LIABILITY. The following Automobile Liability Insurance will be required:
1. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$500,000, each Accident for Bodily Injury and Property Damage.
 2. THA, its officers, employees and volunteers, shall be added as "Additional Insured."
 3. Insurance Services Office Business Auto coverage form (CA 0001, ED. 6/92) or broader with symbol 1, "any auto" shown in the Covered Autos portion of the declaration page.
 4. THA, its officers, employees and volunteers, shall be added as "Additional Insured."



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5. There shall be no special limitations regarding the scope of protection afforded to THA, its officials, employees or volunteers.
- (g) CERTIFICATES OF INSURANCE. All Certificates of Insurance shall have the following:
1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:
 - i. The company is authorized to do business in the State of Florida.
 - ii. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.
 - iii. Sets forth all endorsement and insurance coverage's according to requirements and instructions contained herein.
 - iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to THA.
 - v. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
- (h) VERIFICATION OF COVERAGE. The following requirement pertains to all Certificates of Insurance. Proposer shall furnish THA with certificate of insurance and with original endorsements affecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms, which have been approved, by the Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to THA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements should be furnished to and approved by THA before work commences. THA reserves the rights to require complete, certified copies of all required insurance policies at any time.

G-2 Indemnification

The successful Proposer will be required to protect, defend, indemnify, keep, save, and hold THA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Proposer, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Proposer will be further required to



investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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

G-3 Rules, Regulations and Licensing Requirements

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

G-4 Assignment

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

SECTION H

H-1 Submission Requirements

Listed below are the sections to be included in the written narrative. The required submission must be bound and each section.



Submittal Forms

Respondent must provide evidence of its capacity, at the time of submission, to financially support project activities for a minimum period of ninety (90) days. If submitting as a joint venture, provide joint venture agreement outlining ownership entity/ownership

Proposers shall submit proposals incorporating the following elements:

1. The name of the Proposer, the location of the principal place of business.
2. **Staffing and Qualifications**
Provide a general description of the respondent's organization and its current staffing. Include an organizational chart for this engagement, resumes of all key personnel, and copies of licenses, certifications and other related professional designations of assigned personnel. Identify the number and position titles of full and part-time staff that will be made available to fulfill the requirements of the RFP. Describe overall staffing approach.
3. **Relevant Experience and Past Performance**
Provide a description of all past and current similar staff training and development services contracts, total number of training services currently under contract. Include a description of experience in managing similar types of contract services, knowledge and expertise of the managing and training public housing operations.
4. **Response to Scope of Services**
Provide a complete description of the services to be performed. Provide a proposed work plan and approach to the project. Explain the methodology and approach that will be employed to ensure successful completion of all proposed training sessions. Describe possible constraints that may arise during the performance of the services and outline proposed solutions.
5. **Cost Proposal**
Submit cost proposal in a separate sealed envelope, clearly marked with the words "Cost Proposal".
6. **Disclosure of Litigation**
Provide a statement disclosing any past, current or threatened litigation to which it is a party if the amount in controversy or potential liability equals or exceeds fifty thousand dollars (\$50,000.00).
7. **Section 3 and Minority Participation Plan**
Submit a Section 3 Local Participation Plan for conforming to THA's participation goals relative to the hiring and participation requirements of Minority Business Enterprise, Woman Business Enterprise, and Section 3 businesses and residents. Illustrate the current and proposed composition of the entity, team or venture submitting the proposal, and indicate where and to what extent disadvantaged, minority, female and Section 3 businesses and residents will be used.



8. following forms must be included:

- One completed and signed copy of HUD Form 5369-C, Certifications and Representations of Offerors Non-Construction.
- One completed and signed copy of Section 3 & MBE compliance Certification.
- One completed and signed copy of Non-Collusive Affidavit of Contractor/Subcontractor.
- One sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes.
- Proof of Insurance.

Alterations to the proposal, or the terms and conditions in this RFP shall be grounds for rejecting the entire bid proposal. Late proposals shall not be accepted for **ANY** reason.



The RFP, as a general requirement, specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulation ordinances, and statues. It is THA's full expectation and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement. Therefore, THA will carefully monitor and audit performance to ensure such performance.

SECTION I

I-1 MBE/WBE Participation

In accordance with 24 CFR, Part 85.36 (e)(2)(i)-(v), it is THA's goal to have minority and women's business enterprise (**M/WBE**) participation in 50% of all its contracts. Therefore, the selected Proposers firm that is not 51% minority or women-owned (non-M/BWE) will be required to take all necessary affirmative steps to assure that minority and women's business enterprises are used whenever possible. All Proposers must submit THA's M/WBE Utilization Summary (Exhibit H, hereto) as part of their Proposal. Certified M/WBE firms must submit copies of its Certification from any governmental certifying agency.

THA encourages joint ventures and/or partnerships with qualified minority and women-owned firms. The names of all contractors/subcontractors whom a Proposer is interested in forming a joint venture or partnership with on this project should be included in the Proposal. THA reserves the right at its own discretion to reject any subcontractor recommended in the proposal.

SECTION J

J-3 Section 3 Requirements

Pursuant to 24 CFR, the Proposer shall comply with THA's approved Section 3 Policy and Procedures, as attached hereto, relative to residents for the contract awarded by THA. Each Proposal shall include a plan for employment and training of Section 3 Residents, which shall be used to determine the number and type of positions, to be filled by qualified Section 3 residents.

The selected contractor and all subcontractors shall be required to consider employment applications from Section 3 residents, as a material term of any contract resulting from this RFP.

Furthermore, the Proposer shall describe in detail how it plans to use the services of THA/Section 3 Resident-owned Businesses or businesses that employ significant numbers of Section 3 Residents to meet its Section 3 obligations.

The following clause will be a part of any contract that is signed by THA.

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 of HUD assisted projects covered by Section 3, shall, to the greatest extent feasible of the contract, the parties to the

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) 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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

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

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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 worker's 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.

The contractor agrees to include this Section 3 clause in every contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor 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 of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will verify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

Certifications and Representations of Offerors

Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



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

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

Is a Section 3 Business concern.

A Section 3 Business concern means a business concern:

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

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

EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 BUSINESS CONCERNS: (Check all that apply)

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

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

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

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

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 business concerns.

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

By actively supporting and undertaking joint ventures with Section 3 businesses

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS (Check all that apply)

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

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

By advertising employment and training positions to dwelling units occupied by Category 1 and 2 Section 3 residents.

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

By arranging interviews and conducting interviews on the job site.

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

Authorized Signature of the Bidder & Date

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

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

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

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

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

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

- A. Total Number of Current Employees? _____
- B. Total Number of Anticipated New Hires & Trainees? _____
- C. Total Number of Section 3 New Hires & Trainees? _____
(the established goal is 30% of Line B)

Adjoining worksheet		
(A) Job Category	(B) Number of anticipated new hires and trainees	(C) Number of column (B) that will be Section 3 residents
Professional		
Technical		
Office/Clerical		
Construction by Trade (list)		
Other (List)		
Total		

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

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

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

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

Applies to construction contracts only:

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

Applies to professional service contracts and suppliers:

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

Applies to all contracts:

G. Total amount of anticipated minority-owned business contract awards? \$ _____
(The established goal is 20% of Line D) **A minority-owned business is an entity that is 51% owned or controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.**

Part III: Certification

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

Signature:	Print Name and Title	Date
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**Housing Authority
Of the City of Tampa**

NON-COLLUSIVE AFFIDAVIT

State of _____)

ss.

County of _____)

being first duly sworn, deposes and says,

That he/she is _____,
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder 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, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tampa or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

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

Subscribed and sworn to before me

This _____ day of _____, 20__.

My Commission expires _____, 20_____.