



**REQUEST FOR PROPOSALS (RFP) FOR HOUSING QUALITY  
STANDARDS (HQS) INSPECTIONS**

**ISSUING DEPARTMENT  
Special Projects Program  
for  
Hialeah Housing Authority**

Contact: Yosselin Oliva, Special Projects Administrator  
Telephone: (786)257-3511  
E-mail: [Yoliva@hialeahhousing.org](mailto:Yoliva@hialeahhousing.org)

**Solicitation Issued Date  
August 19 2022**

**Deadline for Receipt of Questions  
September 2, 2022**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN**

**September 16, 2022, at 4:00 PM  
(Eastern Standard Time)**

**HIALEAH HOUSING AUTHORITY  
75 East 6<sup>th</sup> Street  
Hialeah, Florida 33010**

**SECTION 3 COVERED ACTIVITIES (HHA PROJECTS ONLY). SECTION 3 REQUIRES THAT JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES BE DIRECTED TOWARD LOW-AND VERY LOW-INCOME PERSONS**



We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability. This document is available in an alternate, accessible format upon request. Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in a program, service, or activity offered by the Hialeah Housing Authority should contact the Section 504 Coordinator.

## **1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**

### **1.1 Introduction**

The Hialeah Housing Authority (“HHA”), an unincorporated instrumentality of the City of Hialeah and duly organized and existing pursuant to the Florida Statutes 421, is soliciting proposals from qualified, responsible firms interested in conducting inspections for the Section 8 Housing Assistance Program in compliance with U.S. Department of Housing and Urban Development (“HUD”) Housing Quality Standards (“HQS”). The Agency anticipates that it will initially award a contract for one year with the option, at the HHA’s discretion, of four (4) additional one-year extensions, for a maximum total of 5 years.

### **1.2 Definitions**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1.2.1** “Administrative Offices” means the HHA’s Main Administration Building.
- 1.2.2** The words “Contractor” or “Consultant” means the Proposer that receives any award of a Contract from the HHA as a result of this Solicitation, which is also to be known as “the prime Contractor” or “the prime Consultant.”
- 1.2.3** The word “HHA” means Hialeah Housing Authority, a political subdivision of the State of Florida.
- 1.2.4** The words “Proposer,” “Submitter,” or “Respondent” mean the person, firm, entity, or organization submitting a response to this Solicitation.
- 1.2.5** The words “Scope of Services” or “Scope of Work” mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- 1.2.6** The word “Section 3” means Section 3 of the Housing and Urban Development Act of 1968, and the implementing regulations in 24 Code of Federal Regulations (“CFR”) Part 75, as amended 12 U.S.C. 1701u
- 1.2.7** The word “Solicitation” means this Request for Proposal (“RFP”) or Request for Qualification (RFQ) or Request for Information (RFI) document and all associated addenda and attachments.
- 1.2.8** The words “Subcontractor” or “Sub consultant” means any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the HHA, whether directly or indirectly, on behalf of the Contractor.
- 1.2.9** The word “HUD” means the United States Department of Housing and Urban Development.



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- 1.2.10 The word “VMS” means Voucher Management System.
- 1.2.11 The words “Work,” “Services,” “Program,” “Project,” or “Engagement” mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- 1.2.12 The word “Work Order” means a document that defines and describes the parameters of individual projects assigned or awarded by the HHA to the Contractor in accordance with the Contract terms.

### **1.3 The Agency’s Reservation of Right**

- 1.3.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed by the Agency to be in its best interests.
- 1.3.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3.4 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP at any time for convenience upon thirty (30) days written notice to the successful proposer(s).
- 1.3.5 **Right to Determine Time and Location.** Determine the days, hours, and locations where the successful proposer(s) shall provide the services in this RFP.
- 1.3.6 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for 60 days after the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.3.7 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.3.8 **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.3.9 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.3.10 **Right to Prohibit.** At any time during the RFP or contract, the process prohibits any further participation by a proposer or rejects any proposal submitted that does not conform to any of the requirements detailed herein.
- 1.3.11 **Right to Reject – Obtaining Competitive Solicitation Documents.** By submitting a response to this RFP, the respondent affirms that they obtained all



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information regarding the RFP. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations is hereby instructed not to distribute these documents to any such potential respondents but to instruct the potential respondents to visit our website to obtain the documents or contact us for further assistance.

#### **1.4 Proposal Submission**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with standard margins and spacing. The original document package must not be bound; the document package copies should be individually bound. An unbound one-sided original and five bound copies (a total of 6) of the complete proposal, including both the technical and price proposals, must be received by the deadline. The original, all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number (if applicable), RFP title, and Proposal Due Date to:

### **REQUEST FOR PROPOSALS (RFP) FOR HOUSING QUALITY STANDARDS (HQS) INSPECTIONS**

**Board of Commissioners  
Attention: Yosselin Oliva, Special Projects Administrator  
Hialeah Housing Authority  
75 East 6<sup>th</sup> Street  
Hialeah, Florida 33010**

### **PROPOSAL DUE DATE September 16, 2022, at 4:00 PM (Eastern Standard Time)**

If hand-delivered may be submitted to the above address only between 8:30 a.m. and 5:00 p.m., Mondays through Fridays. Additionally, the HHA is closed on holidays observed by the federal government. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The HHA may, at its sole and absolute discretion, reject any or parts of any or all responses; accept parts of any responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide services solicited in the manner requested in the Solicitation and described in the proposal. If a Proposer wishes to take exception to any of the terms of this Solicitation, the Proposer shall indicate the exception in its proposal. No exception shall be taken where the Solicitation states exceptions may not be taken. The HHA reserves the right



to request and evaluate additional information from any respondent regarding the respondent's responsibility after the submission deadline, as the HHA deems necessary.

Proposers are hereby notified that all information submitted as part of or in support of proposals will be available for public inspection after the opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the HHA in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Proposer. Suppose the Proposer submits information to the HHA in violation of this restriction, either inadvertently or intentionally, and identifies that information in the proposal as protected or confidential. In that case, the HHA may, in its sole discretion, either (a) communicate with the Proposer in writing to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the HHA request the withdrawal of the confidentiality restriction if such communication would, in the HHA's sole discretion, give such Proposer a competitive advantage over other proposers. This clause's redaction or return of information may render a proposal non-responsive.

#### **1.4.1 Additional Information/Addenda**

Requests for additional information or clarifications must be made in writing and received by the HHA's Contracting Officer for this RFP **no** later than the deadline for receipt of questions specified in the RFP. The request must contain the RFP number and title, the Proposer's name, the name of the Proposer's contact person, address, phone number, and e-mail.

The HHA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or any written addendum to this RFP. The last addendum shall prevail when there appears to be a conflict between the RFP and any addenda.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Special Project Administrator prior to submitting a proposal that all addenda have been received.

Proposers who obtain copies of this RFP from sources other than the HHA's Special Project Administrator risk the potential of not receiving addenda since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

#### **1.5 Modified Proposals**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.



### **1.6 Withdrawal of Proposals**

Only Withdrawals or corrections of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written notice received in the office designated in the invitation for bids twenty-four (24) hours before the bid opening time. After the bid opening, a low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the error is evident on the face of the bid document or the bidder submits convincing evidence that a mistake was made. After bid opening, corrections in bids, changes in bid prices, or other provisions of bids shall not be permitted.

### **1.7 Late Proposals and Late Modifications**

The HHA, at its discretion, may not accept bids and proposals received after the scheduled time and date noted in this solicitation. Sealed bids/proposals will be opened promptly at a specified time and place. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. HHA is not responsible for delays caused by any mail, package, or courier service, including the U.S. Mail, or caused by any other occurrence. Modifications received after the Proposal Due Date are also late and will not be considered.

### **1.8 RFP Postponement/Cancellation**

The HHA may, at its sole and absolute discretion, reject any or parts of any proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or the proposals received as a result of this RFP.

### **1.9 Costs Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the HHA, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received or any other effort required by the Proposer before the commencement of work as defined by a contract executed by HHA.

### **1.10 Exception to the RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the HHA a meaningful opportunity to evaluate and rank proposals and the cost implications of the exception (if any).

Where exceptions are taken, the HHA shall determine the acceptability of the proposed exceptions. The HHA, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the HHA may insist that the Proposer furnish the services described herein or negotiate an acceptable alternative.

All exceptions shall be referenced using the corresponding Section, paragraph, and page number in this RFP. However, the HHA is under no obligation to accept any exceptions. The HHA will assume that the Proposer will accept all terms and conditions if no exception is stated.

### **1.11 Proprietary/Confidential Information**

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The Proposer shall not submit any information in response to this solicitation, which the Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the HHA in connection with this solicitation shall be deemed conclusively a waiver of any trade secret or other protection that would otherwise be available to the Proposer. If the Proposer submits information to the HHA in violation of this restriction, either inadvertently or intentionally, and identifies that information in the proposal as protected or confidential, the HHA shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. This clause's redaction or return of information shall render a proposal non-responsive.

### **1.12 Negotiations**

The HHA may award a contract based on initial offers received without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The HHA reserves the right to contract negotiations with the recommended Proposer. Negotiations shall be conducted with the top-ranked Offeror. If, in the event, the HHA and the top-ranked Offeror cannot reach an agreement that is in the best interest of the HHA, the Contracting Officer may select to cancel negotiations with the top-ranked Offeror and move to the second-ranked Offeror. If the HHA and the recommended Proposer cannot negotiate a successful contract, the HHA may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the HHA has been executed, or all proposals are rejected. No Proposer shall have any rights against the HHA arising from such negotiations or termination thereof.

### **1.13 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

### **1.14 Potential Price Escalation**

There shall be no escalation of costs pertaining to the inspection services costs during the first year of the ensuing contract periods. During contract years two through five (if the Agency awards such options), there may be an increase in such hourly fee awarded by negotiation based upon any increase to the Producer Price Index (PPI) Inspection Services (pursuant to the most pertinent PPI within the Management Consulting Services classification, "most pertinent" as determined by the Agency). **For example**, if, at the end of the first contract period, the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that they submitted in response to this RFP. Similarly, for ensuing years, the



end date of the previous contract period shall be the baseline date to determine the previously listed wage rate.

- 1.14.1**      **Notification Must Be Received from the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.
  
- 1.14.2**      **Right to Reject.** The Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):
  - 1.14.2.1**      **Step No. 1.** The successful bidder submits their written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period.
  
  - 1.14.2.2**      **Step No. 2.** The Agency considers the requested increase and, within ten days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;
  
  - 1.14.2.3**      **Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has ten days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that they are hereby invoking their right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);
  
  - 1.14.2.4**      **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if the Agency completes such other arrangements prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

**1.15 Prior Agency Approval Required.**

Please note that the successful awarded bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Work Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful awarded bidder for any work conducted without the noted prior written authorization.



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### **1.16 No Deposit/No Retainer.**

The Agency will NOT pay any deposits or retainer fees as a result of the award of the ensuing contract. This means the Agency will pay the successful proposer(s) for actual hours worked only. The Contractor will be required to submit a full backup detail of all hours worked, listed by no less than the “15-minute” standard.

## **2.0 SCOPE OF SERVICES**

The following scope of services is included as a guide for the proposer. It is designed to identify the minimum service level expected from the successful Contractor. The selected respondent shall perform all the duties and responsibilities generally associated with the inspection function of the Section 8 Residents residing in units owed by the HHA (Approximately 314 Units. This number may increase every year). All work must comply with Housing Quality Standards (HQS).

### **2.1 Mandatory Qualifications: REAC Certification**

- 2.1.1 Section 8:
  - Conduct all inspections required under the Section 8 Housing Assistance Program as follows and in accordance with Housing Quality Standards (HQS).
- 2.1.2 Housing Quality Standard Services Required:
  - Coordination of property schedule with Section 8 Program Manager.
  - Coordination of Notices with the Landlord and/or Resident.
  - Inspection of each dwelling unit, both interior, and exterior.
  - All inspections will be in accordance with HUD HQS Standards or the Local Building Code, whichever is more stringent.
  - List failures with comments.
  - Identify the scheduled Re-inspection with the Landlord only on HHA-owned units.

### **2.2 Initial Inspections**

- 2.2.1 Perform Initial Inspections within 72 hours of notification from the HHA only on HHA-owned units (approximately 314).

### **2.3 Annual Inspections:**

- 2.3.1 Perform Annual Inspections as scheduled by the HHA only on HHA-owned 4 units (approximately 314).

### **2.4 Re-inspections:**

- 2.4.1 Perform re-inspection of life-threatening “failed” items within 24 hours of the first inspection, regardless of inspection type, only on HHA-owned units.



- 2.4.2 Complete initial re-inspections and courtesy re-inspections as scheduled by the HHA only on HHA-owned units.
- 2.4.3 Conduct physical inspections in accordance with Federal Housing Quality Standards and any additional standards as agreed upon by HHA.
- 2.4.4 Complete two attempts for each no-show inspection prior to issuance of “intent to terminate assistance” only on HHA-owned units.
- 2.4.5 Complete one follow-up inspection for each non-emergency “failed” inspection prior to issuance of abatement/tenant warning only on HHA owned units.
- 2.4.6 Submit completed inspections for each initial, annual, or re-inspection daily using an iPad with Lindsey.
- 2.4.7 Develop and submit to HHA for approval Standard Operating Procedures for all inspection processes described herein. HHA will provide form letters.
- 2.4.8 Establish and maintain local and/or toll-free telephone service for HHA to communicate directly with assigned inspectors.

## **2.5 Mandatory Information**

- 2.5.1 Interested firms or inspector(s) must submit a detailed proposal which includes:
  - Description of services to be provided and method of providing services.
  - Qualifications of the firm or inspector demonstrating compliance with 24 CFR 982.401, Housing Quality Standards (HQS), and at least one (1) member of the firm must be REAC Certified.
  - Identify each person assigned to work with the HHA and their role in the assignment. Please include a resume of their experience and qualifications and the number of years of experience listed for each individual.
  - Past and present record for conducting and processing Housing Quality Inspections. (HQS)
  - Cost of Service: Must fill out Cost Evaluation Criteria Form (Attachment 12). The fees shall include all direct and indirect labor, overhead, and project costs.
  - HQS certifications required, and knowledge of PHAs requirements relating to Annual Inspections.
  - Previous experience providing Housing Inspection Services to Public Housing agencies and developing a PHAS Maintenance Strategy.
  - Certified Statement that the firm is not suspended or otherwise prohibited from practice by any Federal, State, or local agency. (*Failure to provide certification precludes further consideration.*)
  - Awareness and understanding of Federal Civil rights laws and respective implementing regulations.
  - Experience working with local and/or state government or individual departments.



- Statement of proposed timeliness and availability of services.
- Employment History.

## **2.6 General Requirements**

- 2.6.1** The awarded bidder shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently.
- 2.6.2** The awarded bidder shall be financially solvent. The Hialeah Housing Authority reserves the right to request information to determine solvency.
- 2.6.3** Guarantee/ Warranty Work: The awarded bidder shall guarantee all workmanship against installation defects for one (1) year from the date of final acceptance by the Housing Authority. Upon meeting with the Area Supervisor/ Maintenance Supervisor/designee, the awarded bidder shall, at their own expense, promptly correct/replace any improper work that may become apparent within one (1) year.
- 2.6.4** The awarded bidder should take all steps necessary to prevent damages/responsible to the assigned work area

## **2.7 Proposal Terms and Condition**

Proposers are requested and advised to be as complete as possible in their response. The HHA reserves the right to 1) contact any proposer to clarify any response; 2) contact any current users of the proposer's services; 3) solicit information from any available source concerning any aspect of the proposal; 4) check references; 5) conduct credit and background checks; and, 6) seek and review any other information deemed pertinent to the evaluation process.

The HHA may award a contract based solely on the proposal received without further discussion with the awarded bidder. Therefore, proposals received should reflect the most favorable terms from a cost/benefit standpoint. The HHA reserves the right to request additional data, discussion, and/or a proposal presentation.

The HHA will review all proposals based on the evaluation criteria contained in this RFP. The HHA will select the top proposer based on our proposal evaluation. The specific evaluation criteria and respective weighting are detailed in this proposal.

The HHA is committed to promoting participation in its contracts by businesses owned and operated by minorities and women and Section 3 Business Concerns. It is the policy of the HHA to use best good faith efforts, consistent with applicable federal regulations, to fully promote participation and utilization of these firms in all contracting areas. Selected Proposers are expected to make reasonable efforts to further the objectives of Section 3 business concerns.



The proposer will ensure that it, and persons working on its behalf, do not undertake any representation or other relationship that places it in an actual or potential conflict of interest with any other entity. The HHA requires the proposer to disclose the conflict in writing to the Board Chair. The HHA's consent and waiver of the conflict must be obtained in writing.

The selected proposer shall furnish the HHA original Certificates of Insurance evidencing the required coverage on the effective date of the Agreement(s) resulting from this RFP.

The proposer shall give the HHA permission to perform credit and background checks during the proposal evaluation.

The HHA retains the right of final approval of any sub-contractor of the selected individual or firm who must inform all sub-contractors of this provision.

All documents produced to the HHA must be submitted to the HHA both in hard copy and a digital format that meets the HHA's requirements, using Microsoft Word and other programs in a PC-compatible format. All documents and products created by the selected individual or firm and their sub-contractors shall become the exclusive property of the HHA.

By responding to this RFP, the Proposer acknowledges that the authority to proceed with the work is contingent upon funding availability for any contract signed as a result of this RFP.

The HHA is committed to affirmatively further fair housing for all persons regardless of race, color, national origin, religion, sex, sexual orientation, or familial status. We comply with Title 24 of the Code of Federal Regulations (HUD regulations), the Housing Act of 1937, the Affordable Housing Act of 1990, the Quality Housing and Work Responsibility Act of 1998, and the Florida Housing Authorities Law (Chapter 421). The HHA also adheres to Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Title II of the Americans with Disabilities Act of 1990 ("ADA"), Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, ("Fair Housing Act"), Title VI of the Civil Rights Act of 1964 and the respective implementing regulations for each Act. All contractors retained for HHA projects must promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.

Either party may terminate the contract upon written thirty (30) days' notice before cancellation.

The HHA will award a contract according to the Evaluation Criteria contained herein, provided the Proposal is in the best interest of the HHA. The proposer to whom an award is made will be notified at the earliest practicable date. No award may be made to a person on the list of entities ineligible to receive awards from HHA, the State of Florida, or the United States, as furnished from time to time by HUD.



Each proposer shall wholly bear all costs incurred in preparing and presenting proposals. All supporting documentation and manuals submitted with each proposal will become the property of the HHA unless otherwise indicated by the proposer at the time of submission.

Any materials submitted by the proposer to be considered confidential must be marked "Confidential."

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Instructions to Proposers

Proposers should follow the format and instructions outlined below, observing format requirements where indicated. All materials (except plans and schematics, if any) will be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with standard margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

#### 3.2 Contents of Proposal

The proposal shall be written in sufficient detail to permit the HHA to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

The proposer must supply the following information:

- 3.2.1 Demonstrated understanding of the services to be provided and technical approach
- 3.2.2 Qualifications/Experience of the company's and individual(s) performing the services
- 3.2.3 Professional references
- 3.2.4 Proposed Index Prices ("fill Form "Cost Evaluation Criteria)
- 3.2.5 HUD Form - 5369-B
- 3.2.6 HUD Form-5369-C
- 3.2.7 HUD Form-5370-C
- 3.2.8 Section 3 Forms
- 3.2.9 Non-Collusive Affidavit

#### 3.3 Proposal Format:

- 3.3.1 **Cover Page:** You must include a Cover Page for the Proposal. It must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 3.3.2 **Table of Contents** The table of contents should outline the significant areas of the proposal in sequential order. All proposal pages, including the enclosure, must be clearly and consecutively numbered and



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correspond to the table of contents.

**3.3.3 Executive Summary; Provide a summary describing:**

- The Proposer's ability to perform the work requested in this RFP;
- A history of the Proposer's background and experience in providing similar services;
- The qualifications of the Proposer's personnel to be assigned to this project;
- The subcontractors or sub-consultants and a brief history of their background and experience.
- Any other information called for by this RFP that the Proposer deems relevant, including any exceptions to this RFP.

This summary should be brief and concise to advise the reader of the essential services offered, experience, and qualifications of the Proposer, staff, subcontractors, sub-consultants, and any other relevant information.

**3.4 Proposers Technical Information**

**3.4.1** Describe Proposer's methodology and recommended solutions in performing the services described in the Scope of Services and describe the Proposer's specific policies, plans, procedures, or techniques to perform the services.

**3.4.2** The Proposer shall describe its approach to project organization and management, responsibilities of the Proposer's leadership, and staff personnel working on this project.

**3.5 Proposer's Experience and Past Performance**

**3.5.1** Describe the Proposer's past performance and experience and state the number of years that the Proposer has existed, the current number of employees, and the primary markets served.

**3.5.2** Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) that the Proposer has either ongoing or completed within the past three years. The description should identify the following: (1) the client, (2) description of work, (3) total dollar value of the contract, (4) contract duration, (5) customer contact person and phone number for reference, and (6) statement or notation of whether Proposer is/was the prime contractor or subcontractor or sub-consultant. Where possible, list and describe those services performed for government clients or similar size private entities and any work performed for the HHA.

**3.5.3** Describe any other experiences related to the work or services described in the Scope of Services and any additional information specific to the required services to be provided (e.g., software/hardware information, training, etc.).

**3.5.4** Proposers shall identify any pending litigation in which they are involved either as a witness or as a party.



- 3.5.5 Proposers shall provide a listing of accreditation or memberships in organizations relevant to Section 2.0.

### **3.6 Key Personnel and Subcontractors Performing Services**

- 3.6.1 Provide an organization chart showing all individuals, including their titles. This chart must identify the Proposer's employees and those of the subcontractors or sub-consultants.
- 3.6.2 List the names and addresses of all first-tier subcontractors or sub-consultants, and describe the extent of work performed by each first-tier subcontractor or sub-consultant. Describe the experience, qualifications, and other vital information, including relevant expertise on previous agreements of the subcontractors or sub-consultants.
- 3.6.3 Provide resumes with job descriptions and other detailed qualification information on all key personnel, including any key personnel of subcontractors or sub consultants.

### **3.7 Entry of Proposed Fees**

The proposer shall submit the proposed fees within the RFP in a separate envelope, "Proposed Fees," referred to as Cost Evaluation Criteria (Attachment 12)

### **3.8 Pricing Item**

The proposed fees (Pricing Item) shall be submitted by the proposer and received by the Agency. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long-distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the HHA of any changes, intended or otherwise, to the key personnel identified in its proposal.

### **3.9 Compliance with Section 3 of the Housing and Urban Development of 1968 (optional)**

Proposer shall demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 CFR Part 135, as amended by interim rule published on May 31, 1995 (60 FR 28325) by:

- 3.9.1 Including with the proposal the Proposer's plan for recruiting and selecting low and very low-income persons for job training and employment opportunities resulting from work awarded through HHA and, where applicable, awarding contracting work to businesses that employ at least 30% of their workforce include low- and very low-income persons.
- 3.9.2 Meet all requirements listed under Section 3 of the HUD Act of 1968 (and provide all required Section 3 documents) required with proposal and



listed in the Section 3 Checklist.

- 3.9.3** Proposers may obtain a maximum of five (5) points by claiming a Section 3 business preference, if eligibility requirements are met, and/or committing to hire Section 3 workers
- 3.9.4** Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- 3.9.5** Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub-consultants is or has been involved within the last three (3) years.

## 4.0 EVALUATION PROCESS

### **4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal follows the provisions of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

<u>Technical Criteria</u>	<u>Points</u>
<b>Cost:</b> Proposals will be awarded up to 45 points for the cost comparison and value for Inspection Services for compliance with Housing Quality Standards for the Section 8 Program and SEMAP.	45
<b>Qualifications</b> Qualifications of staff assigned to this engagement include HQS certifications, Hialeah Residential Building Inspections training, certification licensed, and certified personnel to complete the work. Qualified personnel is essential.	10
<b>Approach to Performing the Required Scope of Services</b> Quality of overall approach to the tasks identified in the required Scope of Services, including the sample Standard Operating Procedures and sample forms. Approach to the management supervision, quality control, and monitoring of contract tasks. Type	15



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of system used, compatibility, and each assimilation to current software used by the HHA	
Section 3 Preference (optional)	5
<b>Maximum Points (with optional points)</b>	<b>105</b>

#### **4.2 Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee, which will evaluate and rank proposals on criteria listed below pertaining to the Scope of Services described in Section 2. The Evaluation/Selection Committee will be comprised of appropriate HHA personnel with the proper experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member and five additional points for Section 3 compliance.

#### **4.3 Oral Presentations**

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Evaluation Committee**

The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. **PLEASE NOTE:** No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If a proposer becomes aware of the identity of such person(s), they **SHALL NOT** attempt to contact or discuss anything related to this RFP with such person.

#### **4.5 Price Evaluation**

The price proposal will be evaluated subjectively, including how well it matches the Proposer’s understanding of the HHA’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The HHA reserves the right to negotiate the contract’s final terms, conditions, and pricing as may be in the best interest of the HHA.

#### **4.6 Contract Award**

Any contract resulting from this Solicitation will be submitted to the Board of Commissioners for approval. All Proposers will be notified in writing when the Board of Commissioners makes an award recommendation.

The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the HHA to be in the best interest of the HHA. Notwithstanding the rights of protest described



in the HUD Forms listed below, the HHA decides whether to make the award and to which Proposer shall be final.

## **5.0 LICENSING AND INSURANCE REQUIREMENTS**

### **5.1 Licensing and Insurance Requirements.**

Prior to award (but not as a part of the proposal submission), the Contractor will be required to provide (NOTE: Each of the following insurance coverage shall cover both the Contractor and the temporary employee):

- 5.1.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount.
- 5.1.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under the stated policy (minimum of \$1,000,000 each occurrence, the general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.1.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g., "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.1.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payments of \$5,000.
- 5.1.5 City/County/State Business License.** If applicable, a copy of the proposer's business or professional license may be required allowing that entity to provide such services within the City of Hialeah and/or the State of Florida.

### **5.2 Right to Negotiate Final Fees.**

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The Agency shall retain the right to negotiate the amount of fees paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within five business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e., top-rated first, then next-rated following until a successful negotiation is reached).

### **5.3 Contract Service Standards.**

All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

### **5.4 Prompt Return of Contract Documents.**

Any and all documents required to complete the contract, including contract signature by the successful quoters, shall be provided to the Agency within ten workdays of notification by the Agency.

## **6.0 ATTACHMENTS**

- Attachment 1- HUD Form 5370-C *General Conditions for Non-Construction Contracts*
- Attachment 2- HUD Form 5369- *Introduction to Bidders for Contracts Public and Indian Housing*
- Attachment 3 HUD Form 5369 A- *Representation, Certifications, and Other Statements of Bidders*
- Attachment 4- HUD Form 5369 B- *Introduction to Offerors Non-Construction*
- Attachment 5- HUD Form 5369 C- *Certification and Representations of Offerors*
- Attachment 6- HUD Form 92010 – *Equal Employment Opportunity*
- Attachment 7- **Non-Collusion Affidavit**
- Attachment 8- **Public Entity Form**
- Attachment 9- **SBA Form 1623**
- Attachment 10- **W9**
- Attachment 11- **Contract Agreement Sample**
- Attachment 12- **Index Price**
- Attachment 13-**Section 3 Forms**



# Appendix No.1

## REQUIRED FORMS



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# **Appendix No. 2**

## **Section 3 Forms**



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# Appendix No. 3

## Scope of Services RFP



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# Appendix No. 4

## Index Price



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# 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:

---

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

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

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**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)

# 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:]

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

=====  
**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
=====

### 1. Minimum Wages

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

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

### 2. Withholding of funds

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

### 3. Records

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

### 4. Apprentices and Trainees

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

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

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

## 5. Disputes concerning labor standards

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

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

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

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

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

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

## **8. Non-Federal Prevailing Wage Rates**

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

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title



upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



NON-COLLUSIVE AFFIDAVIT

Non-Collusive Affidavit

(Must Be Signed and Notarized)

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

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

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

\_\_\_\_\_, being first duly sworn, deposes and says:  
(company representative)

That he is \_\_\_\_\_ who 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 of affiance or of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the **Hialeah Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of bidder, if the bidder is an individual

\_\_\_\_\_  
Partner, if the bidder is a partnership

\_\_\_\_\_  
Officer, if the bidder is a corporation

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day

Of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary)

Commission Number: My Commission expires:

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (Name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the \_\_\_\_\_ (please print name of individual signing) entity name above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. as 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)  
Date: \_\_\_\_\_

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

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

\_\_\_\_\_ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification \_\_\_\_\_, and affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**AGREEMENT BETWEEN THE HIALEAH HOUSING AUTHORITY  
AND \_\_\_\_\_ FOR HOUSING QUALITY STANDARDS  
("HQS") INSPECTION SERVICES**

This Agreement for Housing Quality Standards ("HQS") Inspection Services ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between \_\_\_\_\_, ("Contractor" or "Great waste") and the Hialeah Housing Authority ("HHA" or "Authority").

**RECITALS**

WHEREAS, the Authority issued an Request for Proposals ("RFP") on August 16, 2022, for the inspections of Section 8 Housing Assistance Program units in compliance with U.S. Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"); and

WHEREAS, the Contractor submitted a bid in response to the Authority's RFP for Housing Quality Standards ("HQS") Inspection services (RFP No. \_\_\_\_\_); and

WHEREAS, the Authority has relied upon the bid and other information provided by the Contractor concerning the Contractor's experience and ability to provide inspection services in compliance with this Agreement; and

WHEREAS, the Authority wishes to use and the Contractor wishes to provide the Contractor's services, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Authority and Contractor agree that they shall be bound by and shall comply with the following terms and conditions:

1. **Term:** This Agreement shall take effect and be binding upon the Parties from the Effective Date until this Agreement is terminated or expires. The term of this Agreement shall be for one (1) year. The HHA, at its sole discretion, reserves the right to exercise the option to renew this Contract for four (4) additional years on a year-to-year basis not to exceed five (5) years. The term shall commence on \_\_\_\_\_, 2022 ("Commencement Date"), when the Contractor shall begin to provide its services to the Authority pursuant to this Agreement.
2. **Definitions.** The capitalized words and phrases in this Agreement are defined in this Section 1. If a definition contained herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement.

- A. **Applicable Law** shall mean any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relates in any manner to the performance of the Authority or the Contractor under this Agreement. Applicable Law includes the adopted rules and regulations of the Authority.
- B. **Authority** shall mean the Hialeah Housing Authority.
- C. **Commencement Date** shall mean \_\_\_\_\_, 2022, which is the date when the Contractor shall begin providing Inspection Services to the Authority pursuant to this Agreement.
- D. **Effective Date** shall mean the date when this Agreement is signed and duly executed by the Authority or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.
- E. **Executive Director** shall mean the Executive Director of the Authority or the Executive Director's designee.
3. **General Scope of Contractor's Services.** Subject to the conditions and limitations contained in this Agreement, the Contractor shall: (a) collect and transport the Solid Waste generated at the Authority's facilities; (b) deliver such waste to licensed disposal facilities; (c) comply at all times with the requirements in this Agreement and Applicable Law; (d) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Contractor's work under this Agreement; and (e) perform all of its work and satisfy all of its obligations under this Agreement at the Contractor's sole expense, in exchange only for the payments by the Authority that are expressly authorized herein.
4. **Contractor's Employees:** The Contractor shall supply competent employees that are qualified and appropriately trained for the tasks assigned to them. At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated. Each employee shall wear the Contractor's shirt, name tags, or other forms of identification when providing services on the HHA's property. The Executive Director may require the Contractor to remove an employee that the Executive Director deems careless, incompetent, insubordinate or otherwise objectionable.
5. **2 CFR 200 Procurement:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HHA, and the Contractor each agree to comply with the following provisions:
- 5.1 **Remedies for Contractor Breach:** About contract-related issues, it is the responsibility of both the HHA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract, the HHA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HHA

has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). Within ten (10) days, the other party shall respond in writing to the other party (however, the HHA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period). Further, the HHA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

- 5.1.1 If the contractor is in material breach of the contract, the HHA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 5.1.2 Before termination, the HHA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, giving the contractor a certain period to correct the deficiencies, or potentially suffering termination. The HHA shall maintain a written record of any such warning detailing all pertinent information in the contract file. If the contractor does not agree with such action, the contractor shall Have ten (10) days to dispute or protest, in writing, such action; if they do not do so within the ten (10) days, they shall have no recourse but to accept and agree with the HHA's position on the issue. The written protest must detail all pertinent information about the dispute, including justification describing the HHA's alleged incorrect action(s).
- 5.1.3 After termination, if the contractor does not agree with the HHA's justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; if they do not do so within the ten (10) days, they shall have no recourse but to accept and agree with the HHA's position on the issue. The written protest must detail all pertinent information about the dispute, including justification describing the HHA's alleged incorrect action(s).
- 5.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 5.2 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 5.3 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 5.4 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction*

**Contracts, Section I— (With or without Maintenance Work), the HHA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:**

- 5.4.1** Except as provided elsewhere in this clause, the HHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 5.4.2** The contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate the use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish a claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 5.4.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, a claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HHA.
- 5.4.4** The contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains a copyright notice unless the contractor identifies such data and grants the HHA a license of the same scope as specified in the preceding paragraph.
- 5.4.5** The HHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HHA may return the data to the contractor or cancel or ignore the markings.



- 5.4.6 The contractor is responsible for obtaining all data and rights from its subcontractors necessary to fulfill the contractor's obligations under this contract.
- 5.4.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed before the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing agreement, shall be subject to the following procedures.
- 5.4.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HHA except as provided below or as expressly stated otherwise. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HHA location to which such computer(s) may be transferred; used or copied for use in or with the backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 5.5 **Access to Records:** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 5.6 **Record Retention:** Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.
- 5.7 **Clean Air Act:** For all contracts over \$100,000, both parties hereby agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 5.8 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency,

which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Lobbying Certification:** By execution of this contract with the HHA, the Contractor thereby certifies, to the best of their knowledge and belief, that:

6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

6.3 The Contractor shall require that the language of this certification is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). All sub-recipients shall certify and disclose accordingly.

7. **Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:

7.1 Executive Order 11061, as amended, directs the Secretary of HUD to take all necessary and appropriate action to prevent discrimination by agencies that utilize federal funds.

7.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance based on race, color, national origin, or sex. The HHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

7.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United

States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HHA requires that the Contractor administer all programs and activities related to housing and community development in such a manner as affirmatively to further fair housing.

- 7.4 The Age Discrimination Act of 1975 prohibits discrimination based on age.
- 7.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 7.6 HUD Information Bulletin 909-23, which is the following:
  - 7.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
  - 7.6.2 Clean Air and Water Certification; and,
  - 7.6.3 Energy Policy and Conversation Act.
  - 7.6.4 That the funds provided by the HHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.
- 7.7 That none of the personnel employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 7.8 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each provision of law and each clause required by law in this agreement shall be deemed to have been inserted herein. This agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall immediately be physically amended to make such insertion or correction upon the application of either part.

**10. State Legally Required Statement and Provisions Regarding Access to Records**

The Parties acknowledge and agree that in accordance with Section 119.0701 (2) of the Florida Statutes, the statement and provisions below must be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the Contractor is acting on behalf of the HHA, or that the statement or provisions

are otherwise applicable to the Contractor. As stated below, the Contractor may contact the HHA's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The HHA cannot provide the Contractor advice regarding its legal rights or obligations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Jasmin Fundora or Nicole Bates  
(305) 888-9744  
Nbates@hialeahhousing.org  
Hialeah Housing Authority  
75 East 6<sup>th</sup> Street  
Hialeah, Florida 33010**

If under this Agreement, the Contractor is providing services and is acting on behalf of the HHA as provided under Florida Statutes Section 119.011(2), the Contractor shall comply with public records laws and specifically shall abide by the following:

- i) Keep and maintain public records required by the HHA to perform the services.
- ii) Upon request from the HHA's custodian of public records, provide the HHA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the HHA.
- iv) Upon completion of the Agreement, transfer at no cost to the HHA all public records in possession of the Contractor or keep and maintain public records required by the HHA to perform the service. If the Contractor transfers all public records to the HHA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HHA, upon request

from the HHA'S custodian of public records, in a format that is compatible with the information technology systems of the HHA.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate, unilateral termination of this Agreement by the HHA.

**11..** **Section 3 Clause:** As detailed within 24 CFR 75.38, Section 3 clause, the following required clauses are hereby included in this contract.

**11.1** 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.

**11.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 another impediment that would prevent them from complying with the part 75 regulations.

**11.3** 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 worksite 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 the 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.

**11.4** The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this section 3 clause, upon a finding that the subcontractor violates the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found to violate the regulations in 24 CFR part 75.

**11.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be

directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

**11.6** Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**11.7** Concerning work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**12.0 Appendices:**

**12.1** The following noted documents are placed under each of the noted appendices and are a part of this contract:

**12.1.1** **Appendix No. 1:** form HUD-5370-C (01/2014), *General Condition for Non-Construction Contracts, Section I— (With or without Maintenance Work)*,

**12.1.2** **Appendix No. 2:** Specific documentation pertaining to Section 3 that pertains to this contract.

**12.1.3** **Appendix No. 3:** Scope of Services, as agreed upon by negotiation between the HHA and the contractor;

**12.1.4** **Appendix No. 4:** The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

**12.1.5** Included by reference in any document or clause issued as a part of the RFP that the HHA may choose to include at any time during the performance of this contract or any options exercised thereto by the HHA. Further, any document referenced herein that has not been listed above is incorporated herein by reference. A copy of each such document is available from the HHA upon written request for such from the contractor.

**13. Compensation:** The Contractor shall be paid for the services that it provides in compliance with the requirements in this Agreement. The Contractor shall be paid the rates set forth in Attachment 1 to this Agreement, subject to the annual

adjustments described below. The rates in Attachment 1 include all costs, charges, fees, and other expenses for the Contractor's services. The rates constitute full and complete compensation to the Contractor for all of the services provided by the Contractor under this Agreement. Any future added container will be at the same rate. All prices quoted are inclusive. No additional fees, taxes, or surcharges will be allowed.

On August 1, 2023, and each August 1 thereafter, the rates shown in Attachment 1 shall be adjusted upward or downward by an amount that is equal to one hundred percent (100%) of the percentage change in the Consumer Price Index that occurred during the most recent twelve (12) month period beginning on June 1 and ending on May 30. Notwithstanding the foregoing, the rates in Attachment 1 shall not be increased in a specific calendar year unless the Contractor delivers written notice to the Authority on or before July 1 of that calendar year and thereby requests an increase in the rates based on the change in the Consumer Price Index.

- 14. Monthly Payments:** On or before the tenth (10<sup>th</sup>) day of each month, the Contractor shall submit a written invoice to the Authority for the services that were provided by the Contractor during the prior month. The format and content of the Contractor's invoices shall be subject to the Executive Director's approval. The Contractor's invoices shall include sufficient details and backup information to demonstrate that the Contractor is entitled to the payment it has requested. If the Authority identifies any errors or omissions in the Contractor's invoice, the Authority may request the Contractor to prepare and submit a revised invoice. The Contractor's request for payment will not be approved until the Authority receives a correct invoice. The Authority shall pay the Contractor within thirty (30) days after receiving a correct invoice.
- 15. Payments for Subcontractors:** In the event that the Contractor uses one or more subcontractors to perform a portion of the work for which payment is sought, each invoice submitted by the Contractor shall be accompanied by releases from those sub-contractors. Releases from the Contractor shall also be submitted for all partial payments.
- 16. Permit and Licenses:** Prior to the Commencement Date, the Contractor shall obtain all of the permits, licenses, and other approvals required under Applicable Law to provide the Contractor's services in compliance with this Agreement. Thereafter, the Contractor shall keep all such permits, licenses, and approval in full force and effect throughout the term of this Agreement. The Contractor shall pay all application fees, disposal fees, civil fines, taxes, and other costs required or imposed by governmental agencies in connection with Contractor's obligations under this Agreement.
- 17. Subcontractors:** In the event Contractor needs to employ any subcontractor to perform Contractor's obligations under this Agreement, Contractor must request and obtain the Executive Director's prior written approval before employing the subcontractor(s). Such approval shall not be unreasonably withheld. However, the Executive Director's approval is not required for any subcontractor that was identified by the Contractor in its bid package for Bid # \_\_\_\_\_.

**18. Insurance:** At all times during the term of this Agreement, the Contractor shall obtain and maintain in full force and effect the following insurance:

- 19.8.1 The Contractor shall maintain general commercial liability insurance with a limit of liability not less than \$1,000,000.00. Coverage under this policy shall extend to any and all damages caused by any act, omission, failure or negligence of the Contractor, regardless of the nature of said act, omission, failure or negligence.
- 19.8.2 The Contractor shall maintain business automobile liability insurance with a limit of liability not less than \$1,000,000. The policy shall include coverage for owned, non-owned, and hired vehicles.
- 19.8.3 The Contractor shall maintain Workers' Compensation Insurance & Employers' Liability coverage in compliance with Chapter 440, Florida Statutes, and other Applicable Law.

Prior to the Commencement Date, the Contractor shall deliver to the Authority certificates of insurance that (a) demonstrate the above-described insurance is in effect and (b) name the Authority as an additional insured on the general commercial liability and business automobile liability insurance. All policies shall contain a provision stating that the insurer will not cancel, materially change, or fail to renew the coverage provided by such policy without first giving the Authority at least thirty (30) days prior written notice.

The Authority shall have the right, but not the obligation, to examine the Contractor's policies of insurance (including, but not limited to, binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. If requested by the Authority, the Contractor shall promptly provide the Authority with certified copies of the policies of insurance and such related documents as the Authority deems necessary.

Should the Authority determine that insufficient insurance coverage has been provided by the Contractor, the Authority shall require the Contractor to promptly submit evidence demonstrating that sufficient, continuous and appropriate coverage has been provided, retroactive to the Commencement Date of this Agreement. Contractor's failure to comply with any of the provisions in this Section 13 shall be grounds for declaring the Contractor in default of this Agreement.

**19. Liability for Damages:** The Contractor shall be responsible for the payment of all damages, costs, and liabilities caused by or arising from the Contractor's acts, omissions, or negligence under this Agreement, including but not limited to personal injuries and property damages caused by the Contractor, its employees, agents or representatives.

**20. Indemnification:** The Contractor shall indemnify the Authority for any and all damages, costs, and liabilities that the Authority incurs in defending, investigating, or otherwise responding to any claim asserted against the Authority as a result of the acts,



omissions, or negligence of the Contractor. The Contractor's obligations under this paragraph include but are not limited to the payment of the attorneys' fees, expert witness fees, and costs incurred by the Authority in any mediation, trial, or appeal. The Contractor's obligations under this paragraph shall survive the termination of this Agreement.

- 21. Termination:** The Authority shall provide written notice to the Contractor if the Authority concludes the Contractor has failed to comply with one of its material obligation under this Agreement that will, unless corrected, constitute an event of default. At its option, the Authority may give the Contractor a reasonable period of time to cure the default or, in the alternative, the Authority may proceed with the termination of this Agreement. The Authority's notice shall identify the period for a cure (if any) or it shall identify the date when the termination shall take effect. Any termination shall occur at least thirty (30) days after the date when the Authority issues its notice.
- 22. Independent Contractor Relationship:** The Contractor is and at all times shall be an independent contractor and not an employee, agent, or servant of the HHA. All persons engaged in the work or services performed pursuant to this Agreement shall at all times be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work. In all respects the Contractor's relationship and the relationship of its employees to the HHA shall be that of an independent contractor and not as employees and agents of the HHA.
- 23. No Authority to Bind:** Neither party shall have any authority, either expressed or implied, to bind the other party for any purpose.
- 24. No Third Party Beneficiaries:** Nothing in this Agreement shall be construed for the benefit of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- 25. Record Keeping:** The Contractor shall prepare and maintain all of the records and documents necessary to demonstrate that the Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be prepared and maintained in accordance with generally accepted management practices and principles, including appropriate accounting procedures. The Contractor shall require its subcontractors (if any) to prepare and maintain complete and accurate records to substantiate their compliance with the requirements set forth in this Agreement. The Contractor and its subcontractors shall retain all documents relevant to the services furnished under this Agreement for a period of three (3) years from the date when this Agreement expires or terminates.
- 26. Audits and Accounting:** The HHA, U.S. Department of Housing and Urban Development ("HUD"), and their duly authorized representatives shall have the right to examine, copy, and audit the Contractor's directly pertinent books, documents, papers, and other records concerning this Agreement and all related transactions. These rights shall remain in effect until three (3) years after the Authority issues its final payment to the Contractor under this Agreement. The Contractor shall implement and maintain an accounting system and accounting records that are supported with adequate

documentation, and adequate procedures for determining the allowance and manner by which costs will be allocated.

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

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

**28. Organizational Conflict of Interest**

29.1 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 Agreement and a contractor's organizational, financial, contractual or other interests are such that: (a) award of the Agreement may result in an unfair competitive advantage; or (b) the Contractor's objectivity in performing the contract work may be impaired.

29.2 The Contractor agrees that if it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Agreement, he or she shall make an immediate and full disclosure in writing to the Authority which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. However, the Authority may terminate this Agreement or task/delivery order if the Authority determines such action is necessary to protect the interests of the Authority.

29.3 In the event the Contractor was aware of an organizational conflict of interest before the award of this Agreement and intentionally did not disclose the conflict to the Authority, the Authority may terminate the Agreement for default.

- 29. Waiver:** The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

- 30. Litigation and Venue.** This Agreement shall be interpreted in accordance with Florida law. Any claims or litigation arising under this Agreement shall be filed exclusively in the state and federal courts in and for Miami-Dade County, Florida. The prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

- 31. **Remedies:** Each party shall be entitled to all remedies available at law or at equity for any breach of this Agreement. Under this Agreement a party shall be entitled to recover its actual damages from the other party, but neither party shall be liable for consequential, indirect, special, delay or punitive damages. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of either party.
- 32. **Severability:** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.
- 33. **Entire Agreement:** This Agreement expresses the entire and exclusive understanding of the parties hereto with respect to the matters covered hereby and incorporates any and all prior agreements, understandings, negotiations and discussions relating hereto, whether written or oral, all of which are hereby terminated and canceled. This Agreement may be modified or amended only by an instrument in writing executed by both parties hereto.
- 34. **Notice:** Notices provided or required pursuant to this Agreement shall be given by certified mail though the United States Postal Service or by hand delivery, and shall be addressed as follows:

**AUTHORITY:**

Julio Ponce  
 Executive Director  
 Hialeah Housing Authority  
 75 East 6th Street  
 Hialeah, Florida 33010

**CONTRACTOR:**

\_\_\_\_\_

IN WITNESS WHEREOF, the Hialeah Housing Authority and \_\_\_\_\_ have caused this Agreement to be signed and executed in duplicate on the day and year first written above.

Hialeah Housing Authority and its Board of Commissioners

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
 HHA Executive Director (PRINT)

\_\_\_\_\_  
 HHA Executive Director (SIGNATURE)

**CONTRACTOR**

---

**Representative (PRINT)**

---

**Representative (SIGNATURE)**

**WITNESS**

---

**PRINT**

---

**SIGNATURE**

**WITNESS**

---

**PRINT**

---

**SIGNATURE**



**LIST OF REQUIRED FORMS**

**SECTION 5:**  
**INSTRUCTIONS TO BIDDERS**  
**HUD-5369B**

**SECTION 5A**

**INSTRUCTIONS TO BIDDERS FOR CONTRACTS**

**HUD -5369**

**SECTION 5B**

**REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS**

**HUD-5369A**



**SECTION 5C**

**REFERENCES LIST**



**SECTION 5D**

**GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

**HUD-5370-C1**

## **SECTION 6**

### **FORMS**



**BID PROPOSAL FORM**  
**HQS Inspection Services**  
BPF-1

Bid for: **Housing Quality Standards (“HQS”) Inspection Services**

Submitted to: **Hialeah Housing Authority (“Authority” or “HHA”)**

1. I \_\_\_\_\_, the undersigned, having familiarized \_\_\_\_\_ (the “Bidder”), with the local conditions affecting the cost of the work and with the specifications in the HHA’s Invitation for Bids (BID #22-SB-03-001), including but not limited to the Agreement, as amended by the HHA’s addenda (if any) thereto, as prepared by the **HIALEAH HOUSING AUTHORITY** and on file in the HHA’s office at **815 West 75<sup>th</sup> Street Hialeah, FL 33014**, hereby verify that the Bidder will furnish **Housing Quality Standards (“HQS”) Inspection Services** in compliance with the requirements in the HHA’s Invitation for Bids, including but not limited to the Agreement, for the prices shown in Attachment 1 to this Form BPF-1.
2. In submitting this bid, it is understood that the right is reserved by the Hialeah Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within 10 DAYS after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented to him for signature.
3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
4. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed sub-contractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)
5. Certification of Non-Segregated Facilities. By signing this bid, the bidder certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit employees to perform their services at any locations, under his control, where segregated facilities are maintained.
6. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term “segregated facilities” means any



**BID PROPOSAL FORM**  
**HQS Inspection Services**  
BPF-1

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 which are segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

7. The bidder further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause; that will retain such certifications in his file; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

Bidder has received the following Amendments or Addendum receipt of which is hereby acknowledge:

Date	Number
_____	_____
_____	_____
_____	_____

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

Date \_\_\_\_\_, 20 \_\_\_\_ By: \_\_\_\_\_

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

\_\_\_\_\_   
 print contractor's name

Official address of contractor:

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



**BID PROPOSAL FORM  
HQS Inspection Services  
BPF-1**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Hialeah Housing Authority

by \_\_\_\_\_

(Name)

(Title)

for

\_\_\_\_\_  
\_\_\_\_\_  
(Company name)

whose business address is:

\_\_\_\_\_  
(address)

(city)

(state)

(ZIP)

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_  
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 changes brought to indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.



**BID PROPOSAL FORM**  
**HQS Inspection Services**  
**BPF-1**

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors’ executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors’ executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public





**BID PROPOSAL FORM**  
**HQS Inspection Services**  
**BPF-1**

entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[SIGNATURE]

Notary Public - State of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_

Notary Public Signature \_\_\_\_\_ My commission expires \_\_\_\_\_

**NOTARY STAMP**



**NON-COLLUSIVE AFFIDAVIT  
HQS Inspection**

**Non-Collusive Affidavit**

**(Must Be Signed and Notarized)**

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

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

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

\_\_\_\_\_, being first duly sworn,  
(Company representative)

deposes and says:

That he is \_\_\_\_\_ who is the party making the  
(a partner or officer of the firm, etc.)

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 of affiance or of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the **Hialeah Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of bidder, if the bidder is an individual

\_\_\_\_\_  
Partner, if the bidder is a partnership

\_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires on \_\_\_\_\_, \_\_\_\_\_.



**HQS Inspection Services**

**REPRESENTATIVE'S CERTIFICATION OF AUTHORIZATION TO  
EXECUTE BID/CONTRACT ON BEHALF OF COMPANY**

I, \_\_\_\_\_ certify that I am the authorized representative of \_\_\_\_\_, who signed this Agreement on behalf of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

**Affix Corporate Seal:**

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

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

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



**APPROVAL OF SUBCONTRACTORS**  
 (If none used, so state below)  
 SCL-1



**NAME & ADDRESS OF CONTRACTOR:**

**DESCRIPTION: HOUSING QUALITY STANDARDS ("HQS") INSPECTION SERVICES**

SUBCONTRACTOR'S NAME:	FEIN#	ADDRESS	DESCRIPTION OF SUBCONTRACTOR'S WORK

**NOTE: CONTRACTOR SHALL NOT PERMIT ANY SUBCONTRACTOR TO START WORK ON THE PROJECT UNTIL THE SUBCONTRACTOR HAS BEEN APPROVED BY THE OWNER.**

**CERTIFICATION BY PRIME CONTRACTOR:** EACH SUBCONTRACTOR LISTED ABOVE HAS ESTABLISHED HIS ABILITY AND RESPONSIBILITY TO PERFORM THE WORK TO WHICH THE SUBCONTRACTOR RELATES. EACH SUBCONTRACTOR HAS BEEN ADVISED OF THE NECESSARY CONTRACT REQUIREMENTS LISTED ON HUD FORM-5369 (DAVIS BACON WAGE RATES, SECTION 3, ETC). ALL APPLICABLE PROVISIONS, INCLUDING THOSE CONCERNING LABOR AND EQUAL OPPORTUNITY EMPLOYMENT, INCORPORATED IN MY PRIME CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT WILL BE INCORPORATED IN EACH SUBCONTRACT. THE SUBCONTRACTORS LISTED ABOVE HAVE BEEN CHECKED AGAINST THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS AND IS NOT LISTED ON SUCH.

CERTIFICATION BY:  _____ CONTRACTOR	APPROVED BY:  _____ EXECUTIVE DIRECTOR, HIALEAH HOUSING AUTHORITY	DATE:  _____
--	--	--------------------



## Section 3 Business Concern

### Certification for Contracting

---

**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

#### Business Information

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

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

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

#### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

#### Type of Business (select from the following options):

Corporation       Partnership       Sole Proprietorship       Joint Venture

#### Select from **ONE** of the following three options below that applies:

- At least 51 percent of the business is owned and controlled by low or very low-income persons (Refer to income guidelines on page 3).
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).



# HIALEAH HOUSING AUTHORITY



### Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Hialeah Housing Authority (HHA) may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

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

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?  YES  
 NO

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



# **HIALEAH HOUSING AUTHORITY**



## **Eligibility Guidelines**

The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

For eligibility, HHA uses the Low Income Limits Amount (80%).

### **Individual Income Limits for Miami Dade County FY 2021**

<b>Income Limits Category</b>	<b>FY 2021 Income Limits</b>
Extremely Low Income Limits (30%)	\$19,000
Very Low Income Limits (50%)	\$31,650
<b>Low Income Limits (80%)</b>	<b>\$50,650</b>

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

#### **Section 3 Worker Definition:**

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

#### **Targeted Section 3 Worker Definition:**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

- SECTION 8
  - 
  - FEDERAL LABOR STANDARDS PROVISIONS
    - 
    - HUD-4010
      - 
      -



- SECTION 8A
  -
- EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
  - 
  - HUD-92010

## SECTION 8B

### • EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

#### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246**

1. The Bidder's attention is called to the "Equal Opportunity Clause"

#### **EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS**

Attention of Bidders is particularly called to the requirements concerning provisions for training, employment and business opportunities, to the maximum extent feasible, for lower income residing in the project area, as defined by the U.S. Housing and Urban Development Agency.

Prior to execution of a contract the accepted Bidder must submit the following;

- a. Good Faith Effort and Compliance Certification
- b. Preliminary Statement of Work Force Needs of skilled, semiskilled, unskilled labor and trainees by category and subcontract requirements.
- c. Affirmative Action Plan for utilization of project area residents and businesses eligible under Section 3 of the U.S. Housing and Urban Development Act of 1968.

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regards to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to all employees and applicants for employment notice to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regards to race, color, religion, sex or national origin.**
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contractor Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous place available and applicants for employment. (See notice attached)**
- D. The Contractor 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.**
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24,1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant, there to and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rule regulations and orders.**
- F. In the event of the Contractor non compliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulation or orders this Agreement may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contractor or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.**
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) though (7) in every subcontract or purchase order unless exempted by the 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided; however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.**

## **NOTICE TO ALL APPLICANTS AND EMPLOYEES**

The undersigned currently holds contract(s) with **HIALEAH HOUSING AUTHORITY** involving funds or credit of the U.S. Government or (a) subcontractor(s) with a prime contractor holding such Contract. You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with the Executive Order No.11246, Section 202, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**Hiring, Placement, Upgrading, Transfer Or Demotion, Recruitment, Advertising Or Solicitation For Employment, Training During Employment, Rates Of Pay Or Other Forms Of Compensation, Selection For Training Including Apprenticeship, Layoff Or Termination.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No.11246.

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

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

Company Name \_\_\_\_\_

<b>COST EVALUATION CRITERIA HQS</b>						
<b>INITIAL INSPECTION</b>	<b>ANNUAL INSPECTION</b>	<b>RE-INSPECTION</b>	<b>NO SHOW</b>	<b>SPECIAL INSPECTION</b>	<b>QUALITY CONTORL</b>	<b>RENT REASONABLE SURVEY</b>
\$	\$	\$	\$	\$	\$	\$
<b>NOTES/ COMMENTS</b>						



# HIALEAH HOUSING AUTHORITY



## Section 3 Business Concern Certification for Contracting

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**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

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

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

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

Corporation       Partnership       Sole Proprietorship       Joint Venture

### Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low or very low-income persons (Refer to income guidelines on page 3).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).



# HIALEAH HOUSING AUTHORITY



## **Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Hialeah Housing Authority (HHA) may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

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

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

### **FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?

**YES**       **NO**

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



**Section 3 Income Limits**

**Eligibility Guidelines**

The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

For eligibility, HHA uses the Low Income Limits Amount (80%).

**Individual Income Limits for Miami Dade County  
FY 2021**

<b>Income Limits Category</b>	<b>FY 2021 Income Limits</b>
Extremely Low Income Limits (30%)	\$19,000
Very Low Income Limits (50%)	\$31,650
<b>Low Income Limits (80%)</b>	<b>\$50,650</b>

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

**Section 3 Worker Definition:**

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

**Targeted Section 3 Worker Definition:**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.



## Section 3 Policy & Action Plan

### SAMPLE ECONOMIC OPPORTUNITY PLAN

#### HIALEAH HOUSING AUTHORITY

This Sample is intended as a guide for Contractors or Subcontractors in preparing its Economic Opportunity Plan as required by the Hialeah Housing Authority's Section 3 Policy & Action Plan. The Economic Opportunity Plan shall be submitted with all bid documents or other applications for work on a Section 3 Covered Project conducted by the Hialeah Housing Authority.

COMPANY NAME

ADDRESS

TELEPHONE AND FAX NUMBER

PROJECT/BID NAME & NUMBER

**1. Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.**

The individual responsible for planning, implementing, and tracking the project's Section 3 training and employment goals is John/Jane Doe, President (name/title) of Contractor/Subcontractor (name of company). He or she will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. John/Jane Doe has worked on construction (type of business) projects and is qualified to administer Contractor's Section 3 Economic Opportunity Plan (Plan.)

**2. Describe efforts (Contractor and Subcontractor) to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.**

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons in the event any vacancies occur throughout the project: (for example)

- a. Meet with resident associations and managers at the public housing site where work is to occur, first and second, at other public housing sites.
- b. Schedule a time and place for public housing residents to complete job applications.
- c. Work with South Florida Workforce or other community resources to identify and locate Section 3 Residents who could fill job vacancies that may later become available or compile a list to be maintained by the Contractor.

- d. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
- e. Establish a training program to provide public and low-income residents with the opportunity to learn basic skills and job requirements.
- f. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 Resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

**3. Describe the Contractor's activities for recruiting, soliciting, encouraging, facilitating, and selecting Section 3 Businesses as Subcontractors. (ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)**

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate and select qualified Section 3 Business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each Hialeah Housing Authority's project Contractor is the successful bidder.

Contractor will request the organizations listed below to provide lists of businesses, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings): (for example)

- a. Purchasing Department Section 3 Business list.
- b. Small Business assistance agencies, minority contractor associations, and community organizations.

Contractor understands that, in addition to awarding work to Section 3 Businesses, it is our responsibility to:

- a. Use the Contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the Hialeah Housing Authority and other organizations about the type of work needed to complete the project.
- b. Advise Subcontractors of Contractor's obligation to seek and award work to Section 3 Businesses, where feasible.
- c. Explain how to qualify as a Section 3 business to be eligible to receive a preference from Contractor when subcontractor work is to be awarded.
- d. Provide Section 3 Businesses qualified to perform work with an opportunity to submit price quotations for this project.

**4. Describe plans to structure project activities to create opportunities for Section 3 Businesses to participate. (ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)**

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by subdividing the work into smaller amounts or using multiple firms to complete similar types of work.

Examples of documentation of outreach to find eligible Section 3 Businesses for Subcontracting opportunities:

- a. Contractor will maintain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.
- b. Contractor will notify that a project is a Section 3 Covered Project in all outreach efforts.
- c. If Contractor cannot meet the Hialeah Housing Authority's requirement to contract at least 10% of the award amount to Section 3 Businesses, Contractor will include an explanation as to why this requirement was not met in its close-out letter.

Submitted by: \_\_\_\_\_

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

\_\_\_\_\_  
signed (title/name)