

Hialeah Housing Authority

75 East 6th Street, Hialeah Florida 33010
Tel. (305) 888-9744 / Fax. (305) 887-0997



WASTE REMOVAL SERVICES

Bid # 22-SB-05-002

June 15, 2022

(BID DEADLINE)



**INVITATION FOR BID FOR
Waste Removal Services
BID #22-SB-05-002
FORM INV.1**

The Hialeah Housing Authority, located at 75 East 6th Street, Hialeah, Florida 33010 is seeking:

INVITATION TO BID: WASTE REMOVAL SERVICES

**LOCATION: VARIOUS LOCATIONS
(SEE SCOPE OF SERVICES AND DRAFT AGREEMENT)**

Bid Packages will be available on **MAY 16, 2022** and may be obtained as follow:

**HOW TO OBTAIN THE IFB
DOCUMENTS ON THE
EPROCUREMENT MARKETPLACE**

1. Access: <https://ha.internationaleprocurement.com/>
2. Click on the "Login" button in the upper left side.
Follow the listed directions. "Sign-up Now as Vendor"
3. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.

Notice: You will need to register to download the Bid Package.

Bid Packages also may be obtained on-line by using DemandStar, and e Procurement

DEADLINE: Sealed Bids must be submitted no later than 11:00 a.m. on: JUNE 15, 2022 at:

**Hialeah Housing Authority
75 East 6th Floor Hialeah, Florida 33010
Attn: Rodolfo Quant, Accounting**

Bids received after this time will not be accepted. Sealed bids will be opened and publicly read aloud on **JUNE 15, 2022** at 3:00 P.M., in the HHA's Board Room, which is located at **75 East 6th Street, Hialeah FL 33010**. All interested parties are invited to attend. The award of the HHA's Agreement will be made at the next scheduled Hialeah Housing Authority's Board of Commissioner's Meeting, which is scheduled for **JUNE 16, 2022** at 7:00 P.M.

- Questions regarding bid documents or specifications must be submitted in writing no later than 3:00 P.M. on **MAY 27, 2022**

**Maria Maury, Purchasing Officer
Email: Mmaury@hialeahhousing.org**

- Any addendum to this bid will be issued by the Hialeah Housing Authority by **JUNE 8, 2022**. Each prospective bidder is responsible for determining whether any addendum has been issued to this bid and it is their responsibility to acquire all addenda.



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BID DOCUMENTS:

Bid documents for **Waste Removal Services** shall include all forms, documents, and specifications issued by the HHA with this package, including any amendments, clarifications, and addendum issued prior to the deadline for submitting bids

CONTRACT DOCUMENTS: Copies of all referenced forms are included in this bid package. Also included is the draft Agreement that the Successful Proposer must sign before it is awarded the work with the HHA.

CONTRACTOR: The Contractor shall bear the responsibility for completing all of the Work described in these specifications.

OWNER: The Hialeah Housing Authority (HHA) is the owner and shall herein be referenced to as the Owner.

1. BIDDERS REPRESENTATIONS:

Each bidder by making his/her bid represents that:

- A. He/She has read and understands the Bidding Documents and his/her bid is made in accordance therewith.
- B. His/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.
- C. He/she has visited or was able to visit the projects to thoroughly familiarize himself/herself with the sites and the buildings, including, but not limited to, access routes, parking, delivery and storage areas.

2. BIDDING PROCEDURES:

- A. **Form and Style of Bids:** Bids shall be submitted in duplicate on the form included with these Bidding Documents. All blanks on the bid proposal form shall be filled in by typewriter or manually in ink. Erasures or changes must be initialed and dated by the person signing the bid.
- B. Each copy of the Bid shall include the legal name of the Bidder and statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity.
- C. **Modification or Withdrawal of Bid:** A Bid **may not** be modified, withdrawn or cancelled by the bidder for a period of sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
- D. Any prospective bidder desiring an explanation or interpretation of any of the documents included in this package, forms, specifications, drawings etc. must request it before the deadline for submitting questions. All oral requests **MUST BE** confirmed in writing. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change or modification of the bid package.



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3. CONSIDERATION OF BIDS:

- A. Opening of Bids:** The Bids received on time will be opened publicly and will be read aloud. **NO BIDS WILL BE ACCEPTED AFTER THE DEADLINE SPECIFIED HEREIN.**
- B. Rejection of Bids:** The bidder acknowledges that the Owner shall have the right to waive any informality or to reject a bid not accompanied by the required bid security or by other data required by the Bid Documents, or to reject a bid which is in any way incomplete or irregular.
- C. Acceptance of Bid:** It is the intent of the Owner to award its work to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available.
- D. Bid Submittal:** The Bidder shall assume full responsibility for timely delivery of the bid at the location designated for receipt of bids. Oral, telegraphic, fax, or telephonic bids are invalid and will not be considered. Each Bid shall be submitted in a sealed envelope with the following information on the outside of the envelope: (1) the Bid Number and Name (BID # 22-SB-05-002; Waste Removal Services); (2) the Bidder's name; (3) the Bidder's address; and (4) the name and telephone number of the Bidder's representative.

4. STATE AND LOCAL TAXES AND FILING FEES:

The Contractor shall pay all applicable filing fees. The HHA is a tax-exempt organization. The BID amount is to be exclusive of all sales tax. The owner will provide a tax exemption certificate.

5. DEBARRED, SUSPENDED AND INELIGIBLE CONTRACTORS

The bidder certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any agency of the federal or state government. No bid received from a debarred, suspended, or ineligible contractor will qualify for award.

CONTRACT AWARD IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT. IN ACCORDANCE WITH SECTION 3 OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968, ALL CONSTRUCTION CONTRACTORS, TO THE MAXIMUM EXTENT FEASIBLE, SHALL PROVIDE TRAINING, CONTRACTING, AND EMPLOYMENT OPPORTUNITIES TO LOW INCOME RESIDENTS RESIDING IN THIS CITY AND/OR ITS METROPOLITAN AREA.

NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THE BID DOCUMENTS, THE AWARD OF THE BID SHALL NOT BECOME FINAL AND BINDING ON THE AUTHORITY UNTIL THE EXPIRATION OF ANY PROTEST PERIOD, THE EXECUTION OF THE AGREEMENT BY ALL PARTIES CONCERNED, AND THE BIDDER IS NOTIFIED IN WRITING BY THE AUTHORITY TO COMMENCE WORK.

ATTENTION IS CALLED TO THE PROVISIONS FOR EQUAL EMPLOYMENT OPPORTUNITY.

HIALEAH HOUSING AUTHORITY RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES IN THE BIDDING PROCESS OR TO REJECT ANY OR ALL BIDS, OR TO REJECT A BID WHICH IS NOT RESPONSIVE AND/OR RESPONSIBLE.

FOR MORE INFORMATION, PLEASE REFER TO THE HUD FORM 5369, INSTRUCTIONS TO BIDDERS FOR CONTRACTS, PUBLIC AND INDIAN HOUSING PROGRAMS.



SCOPE OF SERVICES AND SPECIAL INSTRUCTIONS FOR BIDDERS

SECTION 2: SCOPE OF SERVICES AND SPECIAL INSTRUCTIONS

A. Scope of Services

The Hialeah Housing Authority (“Authority” or “HHA”) is seeking bids from qualified companies that wish to collect and transport the solid waste (e.g., household garbage and rubbish) generated by the Authority and the people living in the Authority’s public housing, affordable housing, daycare, and other facilities. The Successful Bidder (“Contractor”) shall provide all of the necessary collection containers (e.g., dumpsters), vehicles, employees, and services necessary to collect and transport the Authority’s solid waste to an appropriate facility for disposal. The Contractor shall pay the applicable waste disposal fees and all of the other costs and expenses associated with the Contractor’s services.

The specific requirements governing the Contractor’s services are set forth in the draft Agreement that is contained in Section 3 of this ITB. The Successful Bidder will be required to sign the Agreement before the Authority awards its work to the Successful Bidder.

The Successful Bidder will be required to provide its solid waste collection services to the Authority beginning on August 1, 2022. The term of the Agreement is five (5) years. The Agreement will expire on July 31, 2027.

B. Special Instructions for Bidders

B.1. Minimum Qualifications.

Each Bidder must demonstrate that it has the experience and resources necessary to provide the services required under the Agreement. More specifically, each Bidder must submit the following information with its bid package:

- (1) the names and contact information for three (3) current or former customers that can confirm the Bidder has successfully collected solid waste (e.g., garbage and rubbish) using Mechanical Containers (dumpsters);
- (2) a statement confirming that the Bidder currently owns or leases at least three (3) collection trucks (e.g., loader/packer trucks) and thirty (30) Mechanical Containers used for the collection of solid waste and/or recyclable materials; and
- (3) a statement confirming that the Bidder currently has or in the future will purchase, lease, or otherwise obtain a sufficient number of collection trucks (e.g., loader/packer trucks) and Mechanical Containers to provide collection services to the Authority’s facilities beginning on August 1, 2022.

Each Bidder shall provide the names and contact information for its references by using the References List (REF-1) contained in Section 5(c) of this Invitation to Bid. Each Bidder shall submit the required information concerning its trucks and Mechanical Containers in a transmittal letter, which shall be signed by the Bidder’s authorized representative and included with the Bid Proposal Form (BPF-1) that is submitted to the Authority.



**SCOPE OF SERVICES
AND SPECIAL INSTRUCTIONS
FOR BIDDERS**

B.2. Inquiries and Comments about this ITB.

All Bidders shall carefully examine this ITB, including the forms and Agreement that are attached hereto. If a Bidder discovers any ambiguities, inconsistencies, omissions, or other errors in this ITB, the Proposer shall immediately notify the Authority via e-mail (Mmaury@hialeahhousing.org) and request a modification or a clarification of the ITB.

No later than 3:00 P.M. on May 27, 2022, each Bidder shall deliver to the Authority all of the Bidder's (a) questions concerning this ITB, including the Agreement and (b) comments and recommendations concerning potential changes to the terms of this ITB, including the Agreement. The Authority will prepare a response to each written question and comment that is delivered to the Authority prior to the deadline for such submittals. The Authority's written responses will be issued in an addendum to this ITB.

Each Bidder shall base its proposed prices (rates) on the assumption that the Successful Bidder will be required to execute the Agreement, as presented in Section 3 of this ITB. The Authority will reject any proposal that is conditional or based on alternate contractual provisions.

SECTION 3:

AGREEMENT

FOR

WASTE REMOVAL

SERVICES

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AGREEMENT FOR WASTE REMOVAL SERVICES

This Agreement for Waste Removal Services (“Agreement”) is made and entered into this ___ day of _____, 2022 (“Effective Date”) by and between XYZ Corporation, hereinafter referred to as the “Contractor,” and the Hialeah Housing Authority (“HHA” or “Authority”).

RECITALS

WHEREAS, the Authority issued an Invitation To Bid (“ITB”) on May 16, 2022, for the collection, removal and disposal of certain types of solid waste that are generated by the Authority and its residents; and

WHEREAS, the Contractor submitted a bid in response to the Authority’s ITB for waste removal services (ITB No. 22-SB-05-002); 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 collection 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 a period of five (5) years. The term shall commence on August 1, 2022 (“Commencement Date”), the date when the Contractor shall begin to provide its services to the Authority pursuant to this Agreement. The term shall expire on July 31, 2027.
2. **Definitions.** The capitalized words and phrases in this Agreement are defined in this Section 1. In the event that 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 August 1, 2022, which is the date when the Contractor shall begin providing Collection Services to the Authority pursuant to this Agreement.
 - D. **Consumer Price Index (CPI)** shall mean the “Consumer Price Index—All Urban Consumers: Water, Sewer and Trash Collection Services” (Series ID CUUR0000SEHG), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
 - E. **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.
 - F. **Executive Director** shall mean the Executive Director of the Authority or the Executive Director’s designee.
 - G. **Holiday** shall mean a day when the Contractor does not need to provide collection service to the Authority. The only Holidays are Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas (December 25), unless the Authority and the Contractor mutually agree to designate additional days as Holidays.
 - H. **Mechanical Container** shall mean a dumpster or other large container that is: (1) designed and used for the collection of garbage, trash, and rubbish; (2) typically 2, 4, 6, or 8 cubic yards in size; (3) made of metal, fiberglass, or other impervious material; and (4) mechanically lifted and emptied into a loader packer truck.
 - I. **Solid Waste** shall mean the garbage, trash, rubbish, bulky waste, and other non-hazardous waste generated as a result of normal housekeeping activities at the Authority’s offices, public housing, and other facilities identified in Attachment 1 to this Agreement.
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. **Specific Requirements for Collection Services:** Attachment 1 to this Agreement identifies: (a) the Authority's public housing, day care, affordable housing, offices, and other facilities; (b) the number, types, and sizes of the Mechanical Containers used to collect Solid Waste at each of the Authority's facilities; and (c) the days of the week when the Mechanical Containers at the Authority's facilities shall be emptied by the Contractor. Attachment 1 is incorporated into this Agreement by reference.

Beginning on the Commencement Date and continuing throughout the remainder of the term of this Agreement, the Contractor shall collect Solid Waste from the Authority's facilities in compliance with requirements in Attachment 1. More specifically, the Contractor shall provide the number, types, and sizes of Mechanical Containers specified in Attachment 1, and shall empty the Mechanical Containers on the days specified in Attachment 1. The Contractor shall provide such services between 6:00 a.m. and 6:00 p.m. at the Authority's residential facilities. The Contractor may provide its collection services at the Authority's commercial facilities at any time, provided such services do not cause excessive noise or complaints at nearby residences.

The Contractor is not required to provide collection services to any of the Authority's facilities on a Holiday (e.g., Christmas day). If the Contractor does not provide its services to one or more of the Authority's facilities on a Holiday, the Contractor shall collect the Solid Waste at those facilities no later than the next scheduled collection day for those facilities.

If the Contractor is unable to collect the Solid Waste at one or more of the Authority's facilities for any reason, the Contractor shall promptly notify the Executive Director about the delay. In such cases, the Contractor shall collect the Solid Waste no later than 12 p.m. (noon) on the next day that is not a Sunday or Holiday.

The Executive Director shall have the authority to modify or waive any of the requirements in this Section 4. The Executive Director also shall have the authority to approve changes in the level of service (e.g., number, size, and type of containers; frequency of collection; etc.) provided to the Authority's facilities, as well as corresponding changes in the Authority's payments to the Contractor.

5. **Mechanical Containers:** The Contractor shall repair, maintain, and otherwise keep each of its mechanical containers in good working order at all times to ensure continuous and efficient service. Mechanical containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint) and free of graffiti. Mechanical containers shall be emptied, washed, and cleaned by the Contractor, as necessary, to prevent offensive odors and nuisance conditions. The Contractor shall promptly remove from service any Mechanical Container that is leaking or spilling fluids, solid waste or other materials. The Contractor shall clean, wash, paint, repair, or otherwise maintain a Mechanical Container within five (5) days after the Executive Director requests the Contractor to take such action.
6. **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.

7. **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:

7.1 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:

7.1.1 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.

7.1.2 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).

7.1.3 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).

- 7.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 7.2 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 7.3 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 7.4 **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:
 - 7.4.1 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.
 - 7.4.2 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.
 - 7.4.3 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.

- 7.4.4 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.
- 7.4.5 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.
- 7.4.6 The contractor is responsible for obtaining all data and rights from its subcontractors necessary to fulfill the contractor's obligations under this contract.
- 7.4.7 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.
- 7.4.8 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.
- 7.5 **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.

- 7.6 **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.
- 7.7 **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).
- 7.8 **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).

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

- 8.1 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.
- 8.2 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.
- 8.3 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.

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

- 9.1 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.
- 9.2 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.).
- 9.3 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.
- 9.4 The Age Discrimination Act of 1975 prohibits discrimination based on age.
- 9.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 9.6 HUD Information Bulletin 909-23, which is the following:
 - 9.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 9.6.2 Clean Air and Water Certification; and,
 - 9.6.3 Energy Policy and Conversation Act.
 - 9.6.4 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.
- 9.7 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.
- 9.8 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:

**Nicole Bates
(305) 888-9744
Nbates@hialeahhousing.org
Hialeah Housing Authority
75 East 6th 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.

11.0 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. Ownership of Solid Waste and Recyclable Materials: For the purposes of this Agreement, solid waste and recyclable material belongs to the person generating such waste or material until the solid waste or material is placed in the Contractor's containers and collected by the Contractor. When the Contractor takes possession of the solid waste and recyclable material on behalf of the Authority, title to the waste and material shall pass to the Contractor. Thereafter, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and material until it is delivered to and accepted by a disposal or recycling facility.

14. 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.

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.

15. Monthly Payments: On or before the tenth (10th) 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.

16. 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.

- 17. 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.
- 18. 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 #22-SB-05-002.
- 19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. No Authority to Bind:** Neither party shall have any authority, either expressed or implied, to bind the other party for any purpose.
- 25. 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.
- 26. 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.

27. 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.

28. 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.

29. 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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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 Representative (PRINT)

HHA Executive Director (SIGNATURE)

,HHA Representative(SIGNATURE)

CONTRACTOR

Representative (PRINT)

Representative (SIGNATURE)

WITNESS

PRINT

SIGNATURE

WITNESS

PRINT

SIGNATURE

ATTACHMENT 1 TO AGREEMENT FOR WASTE REMOVAL SERVICES

ANY FUTURE ADDED CONTAINER WILL BE AT THE SAME RATE.
ALL PRICES QUOTED ARE INCLUSIVE. NO ADDITIONAL FEES, TAXES OR SURCHARGES WILL BE ALLOWED.
ALL CONTAINERS THAT ARE SIX (6) CUBIC YARDS OR GREATER MUST BE SIDE OPENING.

Service Address	Service Date	Number of Waste Containers	Total of containers	(Column A) Amount per Pick Up	(Column B) Amount per Month
Public Housing					
Ashley Plaza 70 East 7th Street, Hialeah	Monday-Wednesday-Friday-Saturday	2 - 4 YD TOP	2		
Holland Hall 555 East 1st Avenue, Hialeah	Monday-Wednesday-Friday-Saturday	2 - 2 YD TOP	2		
Vivian Villas 4650 West 12th Avenue, Hialeah	Monday-Wednesday-Friday	1 - 4 YD TOP, 1 - 2 YD SIDE/TOP LOAD	2		
Hoffman Garden 7650 West 8th Avenue, Hialeah	Monday-Wednesday-Friday	7 - 6 YD SIDE/TOP LOAD	7		
Milander Manor (Warehouse) 815 West 75th Street, Hialeah	Tuesday-Thursday-Saturday	2 - 30 YD TOP (ROLL OFF)	2		
Milander 815 West 75th Street, Hialeah	Monday-Wednesday-Friday	2 - 3 YD TOP	2		
La Esperanza-Elderly 1770 west 44th Place, Hialeah	Mon-Wed-Fri-Saturday	1 - 4 YD SIDE/TOP LOAD 2 - 2 YD TOP LOAD	3		
La Esperanza-Family 1770 west 44th Place, Hialeah	Mon-Wed-Fri *****	4 - 3 YD SIDE/TOP LOAD	4		
Bright Villas 5215 West 25th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 6 YD SIDE/TOP LOAD	2		
Dale Bennet 2860 West 71st Street, Hialeah	Mon-Tues-Wed-Fri-Sat	2 - 6 YD TOP	2		
Raul Martinez 6329 West 24th Avenue, Hialeah	Monday-Wednesday-Fridays-Saturday	2 - 6 YD SIDE/TOP LOAD	2		
Ruth A. Tinsman 6545 West 24th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 4 YD TOP	2		
Donald Scott-Adult Day Care 425 West 25 Street, Hialeah	Monday-Wednesday-Friday	1 - 2 YD TOP	1		

Total For Public Housing		
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Villa Mariposa					
2345 West 5 Avenue	Monday-Wednesday-Friday	1 - 2 YD SIDE/TOP LOAD 1 - 4 YD TOP	2		

Administration					
Administration-Ashley 70 East 7 Street,	Tuesday-Friday	1 - 4 YD TOP	1		

ANY FUTURE ADDED CONTAINER WILL BE AT THE SAME RATE.

ALL PRICES QUOTED ARE ALL INCLUSIVE. NO ADDITIONAL FEES, TAXES OR SURCHARGES WILL BE ALLOWED

Service Address	Service Date	Number, Size, and Type of Waste Containers	Total Number of Containers	(Column A) Amount per Pick Up	(Column B) Amount per Month for All Containers
Patterson					
Patterson Pavillion 1875 West 44th Place, Hialeah	Monday-Wednesday-Friday	1 - 6YD SIDE/TOP LOAD	1		

ALL CONTAINERS THAT ARE SIX (6) CUBIC YARDS OR GREATER MUST BE SIDE OPENING.

Day Care					
Day Care 7605 West 10th Avenue, Hialeah	Monday-Wednesday-Friday	1 - 4 YD TOP LOAD	1		

Affordable Housing					
3275 East 4th Avenue, Hialeah	Tuesday	1 - 6YD SIDE/TOP LOAD	1		
700 East 4th Avenue, Hialeah	Monday-Wednesday-Saturday	1 - 2 YD TOP LOAD	1		
30 West 33rd Street, Hialeah	Monday-Wednesday-Friday	1 - 4 YD SIDE/TOP LOAD	1		
1650,1655,1675,1680 West 56th Street, Hialeah	Monday-Wednesday-Saturday	8 - 6 YD SIDE/TOP LOAD	8		
6830 & 6870 West 7th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 6 YD SIDE/TOP LOAD	2		
1415 & 1425 West 28th Street, Hialeah	Monday - Thursday	1 - 6 YD SIDE/TOP LOAD	1		

Total For Affordable Housing		
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Palm Centre					
150 East 1st Avenue, Hialeah	Monday Through Sunday (7 Days)	3-4 YD TOP LOAD 1-2 YD TOP LOAD 1-6 YD TOP LOAD	5		
240 East 1st Avenue, Hialeah	Monday Through Saturday (6Days)	1 - 4 YD TOP LOAD 1 - 2 YD TOP LOAD	2		
60 East 3rd Street, Hialeah	Monday Through Sunday (7 Days)	2 - 6 YD TOP LOAD	2		

Total For Palm Centre		
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Grand Total = _____ **PER MONTH**



LIST OF REQUIRED FORMS

SECTION 4: LIST OF REQUIRED FORMS

THESE FORMS MUST BE INCLUDED AT THE TIME OF BID OPENING IN THE FOLLOWING ORDER:

- _____ Bid Proposal Form
- _____ Section 3 Business Concern Certification for Contracting
- _____ Non-Collusive Affidavit
- _____ Equal Employment Opportunity Certification (HUD Form 92010)
- _____ HUD Forms 5369, 5369-A, 5370-C1, 4010.
- _____ Minimum of three (3) references on previously completed or on-going projects.
- _____ Statement of Bidder's qualifications (See Section 2.B.1 of this ITB)
- _____ Bid Proposal (Pricing)
- _____ Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- _____ Sub-contractor list (licenses) (if applicable)
- _____ Current Original Certificate of good standing from the State of Florida
- _____ Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions. *SBA Form 1623.*

LICENSES:

BIDDER MUST BE REGISTERED OR CERTIFIED by the State of Florida and will need to submit the following:

- _____ A copy of the Company's Occupational License

INSURANCES:

- _____ Liability Insurance, *Minimum of \$1,000,000.00*
- _____ Auto Insurance, *Minimum of \$1,000,000.00*
- _____ Workers' Compensation Insurance, *State Requirement*

WITHIN 10 WORKING DAYS AFTER AWARD OF THE BID, CONTRACTOR MUST SUBMIT:

- _____ Certificate of insurance naming Hialeah Housing Authority as an additional insured for the following:
 - General Liability: In an amount no less than \$1,000,000.00
 - Automobile Insurance: In an amount no less than \$1,000,000.00
 - Workers' Compensation Insurance, *State Requirement*
- _____ Section 3 Business Application

FOR HHA USE ONLY:

- _____ Certificate of Exclusion
- _____ DBPR Licenses Research
- _____ References & Insurance Verification
- _____ Cost and Price Analysis

Failure to submit any of the above may result in the disqualification of your bid.

SECTION 5:
INSTRUCTIONS TO BIDDERS
HUD-5369B

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:]

SECTION 5A

INSTRUCTIONS TO BIDDERS FOR CONTRACTS

HUD -5369

**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)

SECTION 5B

**REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS**

HUD-5369A

SECTION 5C

REFERENCES LIST



REFERENCES LIST

REFERENCES LIST

PROJECT	CONTACT PERSON	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

BY	TITLE
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SECTION 5D

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

HUD-5370-C1

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

-
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
-

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) 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 subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of 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 in violation of the regulations in 24 CFR Part 75.
- (e) 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
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

SECTION 6

FORMS



BID PROPOSAL FORM
Waste Removal Services
BID #22-SB-05-002
BPF-1

Bid for: **Waste Removal 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-05-002), 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 75th Street Hialeah, FL 33014**, hereby verify that the Bidder will furnish **Waste Removal 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
Waste Removal Services
BID #22-SB-05-002
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
Waste Removal Services
BID #22-SB-05-002
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
Waste Removal Services
BID #22-SB-05-002
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
Waste Removal Services
BID #22-SB-05-002
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



**Attachment 1 to Bid Proposal Form
Waste Removal Services
BID #22-SB-05-002
BPF-1**

**ANY FUTURE ADDED CONTAINER WILL BE AT THE SAME RATE.
ALL PRICES QUOTED ARE INCLUSIVE. NO ADDITIONAL FEES, TAXES OR
SURCHARGES WILL BE ALLOWED.
ALL CONTAINERS THAT ARE SIX (6) CUBIC YARDS OR GREATER MUST BE SIDE OPENING.**

Service Address	Service Date	Number of Waste Containers	Total of containers	(Column A) Amount per Pick Up	(Column B) Amount per Month
Public Housing					
Ashley Plaza 70 East 7th Street, Hialeah	Monday-Wednesday-Friday-Saturday	2 - 4 YD TOP	2		
Holland Hall 555 East 1st Avenue, Hialeah	Monday-Wednesday-Friday-Saturday	2 - 2 YD TOP	2		
Vivian Villas 4650 West 12th Avenue, Hialeah	Monday-Wednesday-Friday	1 - 4 YD TOP, 1 - 2 YD SIDE/TOP LOAD	2		
Hoffman Garden 7650 West 8th Avenue, Hialeah	Monday-Wednesday-Friday	7 - 6 YD SIDE/TOP LOAD	7		
Milander Manor (Warehouse) 815 West 75th Street, Hialeah	Tuesday-Thursday-Saturday	2 - 30 YD TOP (ROLL OFF)	2		
Milander 815 West 75th Street, Hialeah	Monday-Wednesday-Friday	2 - 3 YD TOP	2		
La Esperanza-Elderly 1770 west 44th Place, Hialeah	Mon-Wed-Fri-Saturday	1 - 4 YD SIDE/TOP LOAD 2 - 2 YD TOP LOAD	3		
La Esperanza-Family 1770 west 44th Place, Hialeah	Mon-Wed-Fri *****	4 - 3 YD SIDE/TOP LOAD	4		
Bright Villas 5215 West 25th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 6 YD SIDE/TOP LOAD	2		
Dale Bennet 2860 West 71st Street, Hialeah	Mon-Tues-Wed-Fri-Sat	2 - 6 YD TOP	2		
Raul Martinez 6329 West 24th Avenue, Hialeah	Monday-Wednesday-Fridays-Saturday	2 - 6 YD SIDE/TOP LOAD	2		
Ruth A. Tinsman 6545 West 24th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 4 YD TOP	2		
Donald Scott-Adult Day Care 425 West 25 Street, Hialeah	Monday-Wednesday-Friday	1 - 2 YD TOP	1		

Total For Public Housing				
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Villa Mariposa					
2345 West 5 Avenue	Monday-Wednesday-Friday	1 - 2 YD SIDE/TOP LOAD 1 - 4YD TOP	2		

Administration					
Administration-Ashley 70 East 7 Street, Hialeah, FL 33010	Tuesday-Friday	1 - 4 YD TOP	1		



**Attachment 1 to Bid Proposal Form
Waste Removal Services
BID #22-SB-05-002
BPF-1**

ANY FUTURE ADDED CONTAINER WILL BE AT THE SAME RATE.

ALL PRICES QUOTED ARE ALL INCLUSIVE. NO ADDITIONAL FEES, TAXES OR SURCHARGES WILL BE ALLOWED

ALL CONTAINERS THAT ARE SIX (6) CUBIC YARDS OR GREATER MUST BE SIDE OPENING.

Service Address	Service Date	Number, Size, and Type of Waste Containers	Total Number of Containers	(Column A) Amount per Pick Up	(Column B) Amount per Month for All Containers
Patterson					
Patterson Pavillion 1875 West 44th Place, Hialeah	Monday-Wednesday-Friday	1 - 6YD SIDE/TOP LOAD	1		

Day Care					
Day Care 7605 West 10th Avenue, Hialeah	Monday-Wednesday-Friday	1 - 4 YD TOP LOAD	1		

Affordable Housing					
3275 East 4th Avenue, Hialeah	Tuesday	1 - 6YD SIDE/TOP LOAD	1		
700 East 4th Avenue, Hialeah	Monday-Wednesday-Saturday	1 - 2 YD TOP LOAD	1		
30 West 33rd Street, Hialeah	Monday-Wednesday-Friday	1 - 4 YD SIDE/TOP LOAD	1		
1650,1655,1675,1680 West 56th Street, Hialeah	Monday-Wednesday-Saturday	8 - 6 YD SIDE/TOP LOAD	8		
6830 & 6870 West 7th Avenue, Hialeah	Monday-Wednesday-Friday	2 - 6 YD SIDE/TOP LOAD	2		
1415 & 1425 West 28th Street, Hialeah	Monday - Thursday	1 - 6 YD SIDE/TOP LOAD	1		

Total For Affordable Housing				
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Palm Centre					
150 East 1st Avenue, Hialeah	Monday Through Sunday (7 Days)	3-4 YD TOP LOAD 1-2 YD TOP LOAD 1-6 YD TOP LOAD	5		
240 East 1st Avenue, Hialeah	Monday Through Saturday (6Days)	1 - 4 YD TOP LOAD 1 - 2 YD TOP LOAD	2		
60 East 3rd Street, Hialeah	Monday Through Sunday (7 Days)	2 - 6 YD TOP LOAD	2		

Total For Palm Centre				
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Grand Total = _____ PER MONTH



NON-COLLUSIVE AFFIDAVIT
Waste Removal Services
BID #22-SB-05-002
NCA-1

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 _____, _____.



**Waste Removal Services
BID #22-SB-05-002**

**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: _____



BID #22-SB-05-002
APPROVAL OF SUBCONTRACTORS
 (If none used, so state below)
 SCL-1



NAME & ADDRESS OF CONTRACTOR:	DESCRIPTION: WASTE REMOVAL SERVICES
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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: _____
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HIALEAH HOUSING AUTHORITY



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.

Section 3 Income Limits



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

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

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.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) 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 and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) 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 the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any 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 such 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

(3) 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 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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

- SECTION 8
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 - FEDERAL LABOR STANDARDS PROVISIONS
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 - HUD-4010
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**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. 9/30/2016)

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.

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

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- **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

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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 _____