



Pinellas County Housing Authority
11479 Ulmerton Road
Largo, FL 33778

INVITATION FOR BIDS

IFB # 25-004

FOR

**WASTE COLLECTION & RECYCLING SERVICES AT:
CRYSTAL LAKES MANOR APARTMENTS,
LAKESIDE TERRACE APARTMENTS,
LANDINGS AT CROSS BAYOU,
AND RAINBOW VILLAGE APARTMENTS**

JUNE 02, 2025



PROJECT TITLE: Waste Collection and Recycling Services at Crystal Lakes Manor, Lakeside Terrace, Landings at Cross Bayou, and Rainbow Village Apartments
 TO: All Qualified Service Contractors
 DATE: June 02, 2025
 SUBJECT: Invitation for Bids (IFB) # 25-004

Pinellas County Housing Authority (PCHA) herein solicits bids from qualified, responsible, licensed contractors interested in providing waste collection and recycling services at various PCHA properties, with its central administrative office located at 11479 Ulmerton Road, Largo, Florida 33778 in accordance with all applicable state and federal regulations, and the requirements of PCHA.

Each Bidder must submit one (1) original electronic bid to the Pinellas County Housing Authority. Bids shall be emailed to Mr. Minh Le at Mle@pinellashousing.com. **Bids will be accepted until 2:00 p.m. Eastern Standard Time (EST), on Wednesday, July 02, 2025.**

The subject line on the email bid must state – IFB #25-004 – Waste Collection and Recycling Services.

Bids received after the specified time and date will not be accepted. THERE WILL BE NO EXCEPTIONS. All Bids received will be sent an email receipt confirmation within one (1) hour of submittal.

By submission of a bid the bidder agrees, if its bid is accepted, to enter into one or more contract(s) with the PCHA to complete all work as specified or indicated in the contract documents, for the contract price and within the contract time indicated in the attached IFB #25-004. The bidders further accept all of the terms and conditions of the IFB.

Deadline for questions regarding the scope of work will be 12:00 p.m. on Tuesday, June 17, 2025. All questions must be in writing via email to Mle@pinellashousing.com and will be answered in writing and distributed on PCHA's website <https://pinellashousing.com/do-business-with-pcha/open-solicitations/> and the Housing Agency Marketplace <https://ha.internationaleprocurement.com/> no later than 5:00 p.m. on June 18, 2025.

IMPORTANT NOTICE: PCHA reserves the right to request additional information and/or submission of documents concerning any and/or all bids submitted. A request for additional information will be emailed to bidder within 48 hours of the deadline established by PCHA for submission of additional information. Bidders are strongly encouraged to be prepared to respond.

Bids shall be prepared in accordance with instructions contained within the IFB and shall remain valid for 90 days. PCHA reserves the right to reject any or all bids if such action is in the best interest of PCHA and to waive any and/or all informalities and minor irregularities. PCHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.

This solicitation is posted on PCHA's website <https://pinellashousing.com/do-business-with-pcha/open-solicitations/> and the Housing Agency Marketplace <https://ha.internationaleprocurement.com/>

INVITATION FOR BIDS

IFB #25-004

WASTE COLLECTION AND RECYCLING SERVICES AT: CRYSTAL LAKES MANOR, LAKESIDE TERRACE, LANDINGS AT CROSS BAYOU, AND RAINBOW VILLAGE APARTMENTS

The Pinellas County Housing Authority (PCHA) is soliciting bids from qualified, responsible, licensed contractors interested in providing waste collection and recycling services at various PCHA properties, with its central administrative office located at 11479 Ulmerton Road, Largo, Florida 33778, in accordance with all applicable state and federal regulations, and the requirements of PCHA.

PROPOSED SCHEDULE

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| <ul style="list-style-type: none"> ❑ June 2, 2025 ❑ June 17, 2025 ❑ June 18, 2025 ❑ July 02, 2025 ❑ July 02, 2025 | <p>Issue/Publish Notice of Invitation for Bids</p> <p>Deadline for questions</p> <p>Deadline to post answers</p> <p>Bids are due by 2:00 p.m. EST</p> <p>Bids will be publicly open at 2:30 p.m. EST. in the Board Room at PCHA 11479 Ulmerton Road, Largo, FL 33778</p> |
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PCHA reserves the right to request additional information concerning any and/or all bids submitted.

PCHA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE PCHA AND TO WAIVE ANY AND/OR ALL INFORMALITIES AND MINOR IRREGULARITIES. PCHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.

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EXHIBITS

Exhibit A:	Form HUD 5369-B, Instructions to Offerors, Non-Construction
Exhibit B:	Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
Exhibit C:	HUD 5370-C, General Conditions for Non-Construction Contracts
Exhibit D:	Non-Collusive Affidavit
Exhibit E:	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Exhibit F:	Sample Contract
Exhibit G:	Minority and Women-Owned Business Enterprise (M/WBE) Certificate, if applicable
Exhibit H:	M/WBE Utilization Summary
Exhibit I:	Section 3 Contracting Procedures, Guidelines and Forms
Exhibit J:	Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
Exhibit K:	Statement of Bidder's Qualification
Exhibit L:	Bid Form
Exhibit M:	Contract Provisions - 2 CFR 200.326
Exhibit N:	Bid Package Checklist

INVITATION FOR BIDS # 25-004**WASTE COLLECTION AND RECYCLING SERVICES****NOTICE OF INTENT TO RECEIVE BIDS**

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes and with other applicable laws, the Pinellas County Housing Authority (PCHA) formally requests competitive bids from qualified, responsible, licensed contractors interested in providing waste collection and recycling services at various PCHA properties, with its central administrative office located at 11479 Ulmerton Road, Largo, Florida 33778, in compliance with the requirements of PCHA.

SECTION A**A-1 Type of Contract**

PCHA intends to award one or more firm fixed price contract(s) resulting from this solicitation. The term of this contract shall be three (3) years with the option to renewal for an additional two (2) years term.

An annual adjustment in accordance with the Consumer Price Index (CPI) or Water Sewer Trash Index will be permitted. Increases will be negotiated and mutually agreed upon in writing 90 days prior to the end of each contract year.

SECTION B**B-1 Overview****Pinellas County Housing Authority**

The Pinellas County Housing Authority (PCHA) is a public housing authority created pursuant to the Florida Statutes. It develops, owns, manages and maintains low rent public housing, affordable multifamily housing and administers other federal housing subsidy programs. PCHA's central administrative office is located at 11479 Ulmerton Road, Largo, Florida.

B-2 Statement of Work-Waste Collection Services**Crystal Lakes Manor Apartments**

PCHA owns and operates a not-for-profit housing development known as Crystal Lakes Manor Apartments, a 19-acre development containing 236 apartment units. Crystal Lakes Manor serves the elderly, disabled and handicapped. Crystal Lakes Manor is located at 4100 62nd Avenue North, Pinellas Park, Florida 33781.

- Monday and Thursday pick-up:
 - Eight (8) 6-cubic yard containers (side-slide door)

- Once weekly pick-up:
 - Twenty (20) 96-gallon toter containers for single-stream recycling
- Pick-up of one (1) 30 cubic yard container located in PCHA designated area, as needed.

Lakeside Terrace Apartments

PCHA owns and leases 110 units in a garden style apartment complex located at 4200 62nd Avenue North, Pinellas Park, Florida 33781. Lakeside Terrace is a family development and also serves the elderly, disabled and handicapped persons.

- Monday and Thursday pick-up:
 - Four (4) 6-cubic yard side-slide containers
- Once weekly pick-up:
 - Six (6) 96-gallon toter containers for single-stream recycling

Landings at Cross Bayou Apartments

PCHA owns and leases 184 units in a garden-style apartment complex located at 6835 54th Avenue North, St. Petersburg, Florida 33709. Landings at Cross Bayou is a family development and also serves the elderly, disabled and handicapped persons.

- Monday through Saturday pick-up:
 - Three (3) 8-cubic yard side-slide containers
- Delivery and pick-up of one (1) 30 cubic yard container, on an as-needed basis

Rainbow Village Apartments

PCHA owns and leases 200 units spread throughout a 32-acre neighborhood located at 12301 134th Avenue North, Largo, Florida 33774. Rainbow Village is a family development and also serves the elderly, disabled and handicapped.

- Monday and Thursday curbside pick-up:
 - PCHA-provided garbage cans at 200 units
- Monday, Wednesday, and Friday pick-up:
 - One (1) 8-cubic yard container
- Once weekly pick-up:
 - Five (5) 96-gallon toter containers for single-stream recycling
- Pick-up of one (1) 30 cubic yard container located in PCHA designated area, as needed.

Landfill disposal fees are to be billed separately per site and reimbursed to Contractor by PCHA; Contractor shall maintain record of weight/disposal charges from the Pinellas County Solid Waste Division and provide to PCHA upon request.

Property	Address	Scope		
		Quantity	Container Size	Pick-up Times/ Week
Crystal Lakes Manor	4100 62 nd Avenue North, Pinellas Park, FL 33781	8	6-cu.yd.	2
Lakeside Terrace	4200 62 nd Avenue North, Pinellas Park, FL 33781	4	6-cu.yd.	2
Landings at Cross Bayou	6835 54 th Avenue North St. Petersburg, FL	3	8-cu.yd.	6
Rainbow Village-Curbside Pick-up	12301-134 th Avenue, Largo, FL 33774	200	96-gal	2
Rainbow Village-Dumpster Pick-up	12301-134 th Avenue, Largo, FL 33774	1	8-cu.yd.	3

1) Removal: The Contractor shall be responsible for removal and disposal of the contents from each container stipulated in the contract. Each container shall be emptied and returned to its original position/location.

Collection containers will be provided by the Contractor as needed. Garbage and refuse spilled during collection process shall be swept up and removed by Contractor's employees during the occurring pick-up and prior to leaving the serviced location.

2) Disposal: Disposal shall be accomplished in accordance with all Federal, State, County and Local rules and regulations.

3) Required Invoice Information: Each invoice shall list individual property name, number of containers serviced per property.

4) Acceptance: All invoices are subject to acceptance of work performed in accordance with the contract and this IFB document.

5) Billing: Invoices shall be prepared by individual property name and include all charges specific to the individual property. Each invoice shall list individual number of containers serviced. At no time shall properties be combined on any invoice.

6) Additional services: Any/all additional services will require prior written approval by both parties via an executed amendment to the contract.

7) Dumpster Enclosure Damage: In the event dumpster enclosures are damaged by the Contractor's driver, it shall be the Contractor's complete responsibility to pay for dumpster enclosure repairs and/or replacements.

8) Adjustment of Services: PCHA reserves the right to adjust the size, and/or number of containers on an as need basis, frequency of pickups, as well as increasing/reducing

the number of locations necessary for pickup during the term of the contract. The unit cost per container shall be utilized to obtain any change in contract price resulting in deductions and/or increases in service through the issuance and approval of a written amendment to the contract.

B-2-B Statement of Work-Recycling Services

Background

PCHA has a strong commitment to waste reduction and recycling. Recycling has been implemented into PCHA's Green Procurement Policy and employees and residents have been participating in the program for the past several years.

PCHA's Recycling Program will:

- Be easy to understand
- Foster high participation
- Be easy to implement and achieve a high recovery rate
- Be convenient for employees and residents to produce high quality recyclables
- Capture a variety of materials
- Track program performance (in terms of yards or tons diverted)

The Recycling Program shall consist of a single-stream sorting process (fully commingled collection), with the following recyclable items:

- Cardboard (all types, with the exception of wax finish)
- Paper (office paper, newspaper, magazines, brochures, envelopes, coffee cups)
- Plastic containers (#1 - #7)
- Aluminum Cans
- Steel Containers
- Paper juice/milk cartons
- Glass

Please list items that are not acceptable for recycling.

The successful Contractor will:

- Provide external collection containers as needed for recyclables at each location including the management office and mail kiosks (e.g. 96-gallon carts or dumpsters; may differ by location according to space availability and contractor's collection method)
- Collect recyclables on a regularly scheduled basis, determined by the Contractor and agreed upon by PCHA
- Work with property management to ensure that materials are sorted and disposed of properly and according to specifications
- Provide quarterly reports to Contract Administrator on the volume or tonnage of materials collected at each property

Property	Address	Scope		
		Quantity	Container Size	Pick-up Times/ Week
Crystal Lakes Manor	4100 62 nd Avenue North Pinellas Park, FL 33781	20	96-gallon cart	1
Lakeside Terrace	4200 62 nd Avenue North Pinellas Park, FL 33781	6	96-gallon cart	1
Landings at Cross Bayou	6835 54 th Avenue North St. Petersburg, FL 33709	5	96-gallon cart	1
Rainbow Village	12301-134 th Avenue Largo, FL 33774	5	96-gallon cart	1
Rainbow Village	12301-134 th Avenue Largo, FL 33774	25-50	14-gallon bin	1

B-3 Schedule of Services

Each development location has an individual schedule. Days of the week on which service is to be scheduled must be approved by the PCHA.

B-4 Standards for Performance/Acceptance of Work

The Contractor shall be responsible for the thorough execution of services contracted for in this document. All work shall be performed promptly. All work shall be subject to approval and acceptance by the PCHA. Such approval and acceptance shall not relieve the contractor from the obligation to correct any incomplete or defective work, all of which shall be promptly remedied by the Contractor, on demand without cost to the PCHA. Should the Contractor fail to provide the services contracted for and contained in this document for each individual development location, then the PCHA shall deduct whatever expenses are incurred by agents of the PCHA in providing such services from Contractor's invoice. Failure to perform contracted services shall be cause for cancellation of the contract and recovery from the Contractor of any difference in cost.

B-5 Continuity of Services

The Contractor shall be required to provide Waste Collection and Recycling Services as specified in this document. Waste Collection and Recycling Services shall not be discontinued for any reason including, but not limited to the following: bad weather, insufficient manpower, lack of vehicles, labor disorders or lack of satisfactory equipment.

1. The PCHA shall not be obligated to assume any additional costs under this contract for any overtime or other cost incurred by the contractor for maintaining Waste Collection and Recycling Services as described in this document. Any work to be performed by the Contractor and not covered by this document must receive the written approval of the Contract Administrator.
2. The Contractor will abide by and carry out, without additional charge, such reasonable directions or requests as the PCHA may from time to time give or

make, incidental to the performance of such work as necessary or proper in connection therewith. All work hereunder shall be performed in cooperation with the PCHA and duly authorized agents, representatives or officers.

B-6 Penalties

The Contractor shall arrange with the Contract Administrator to obtain on every working day of this contract between the hours of 9:00 a.m. and 4:00 p.m., a list of any complaints made in connection with the Waste Collection and Recycling Service. The Contractor shall be obligated to inspect the sites of such complaints and make arrangements satisfactory to the PCHA to remedy the source of such complaint within one working day of receipt of such complaint. In the event that any valid complaint, the remedy of which is the responsibility of the Contractor, is not remedied within one working day after notification to the Contractor or after the Contractor would have been notified had he contacted the Contract Administrator as required herein, the PCHA shall then have the right to terminate the contract as provided in the General Conditions for Non-Construction Contracts, attached hereto, or in lieu of termination, the PCHA may at its sole option, elect to make other arrangements for the performance of such work and the Contractor shall be responsible for the cost incurred, and the PCHA shall deduct the cost for the performance of such work from the amount due under the contract.

B-7 Conditions of Work

Each Bidder is responsible for verification of the condition of each location relating to the work involved at the overall projects and the employment of labor thereon. Failure to do so will in no way relieve the successful bidder(s) of any obligation to furnish all material and labor necessary to carry out the provisions of the contract(s).

Insofar as possible, the Contractor in performing the work, must employ such methods or means as well as not cause any interruptions of or interference with other work at any given site.

SECTION C

C-1 Due Date of Bid

Bids are due via email to Mle@pinellashousing.com by 2:00 p.m. Eastern Standard Time (EST) on Wednesday, July 02, 2025.

C-2 Contract Award

A contract shall be awarded in accordance with the terms of Form HUD Form 5369-B, Instructions to Offerors, Non-Construction, attached hereto as Exhibit A, and its Procurement Policy. The Executive Director shall make a final recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the contractor to be awarded the contract. A contract will be awarded to the Bidder whose bid best meets the needs and requirements of PCHA for the best value. Failure to meet the threshold requirements may result in rejection of the bid. PCHA reserves the right to reject any and all bids, to award one or more contracts or no contract.

SECTION D**D-1 Instructions to Bidders**

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

SECTION E**E-1 Required Certifications**

See Exhibit B, Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract.

E-2 Acceptance of Bids

Bids must be submitted via email to Mle@pinellashousing.com by 2:00 p.m. Eastern Standard Time (EST) on Wednesday, July 02, 2025. Bids submitted after the designated date and hour will not be accepted for any reason.

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

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

E-3 Confidential Material

Any material submitted by a Bidder that is to be considered as confidential must be clearly marked as such. In accordance with Florida Statutes, Chapter 119 regarding Public Records, all bids are subject to public inspection.

E-4 Financial Statements

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

E-5 Withdrawal of Bids

Bid may be withdrawn via email to Mle@pinellashousing.com by the Bidder in time for delivery in the normal course of business prior to the time specified herein for bid receipt. Negligence on the part of the Bidder in preparing its Bid confers no right of withdrawal or modification of its bid after the due date and time specified herein.

E-6 Incurring Costs

PCHA is not liable for any costs incurred by any Bidder prior to issuance of a Notice to

Proceed. In general, no pre-contract costs will be paid to the successful Bidder.

All costs incurred in the preparation and presentation of Bid shall be wholly borne by each Bidder. All supporting documentation and manuals submitted with each Bid will become the property of PCHA unless otherwise indicated by the Bidder at the time of submission.

PCCHA agrees to provide to the successful Bidder, upon request, no more than three sets of drawings and specifications for building permits.

E-7 Third Party Claims on Services or Software

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

E-8 Ineligible Contractors

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

E-9 Award of Contracts

A contract shall be awarded according to the criteria specified herein, provided the bid is in the best interest of PCHA. The Bidder to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval.

SECTION F

F-1 Mandatory Contract Clauses

See Exhibit C – Form HUD 5370-C, General Conditions for Non-Construction Contracts and Exhibit K – Contract Provisions per 2 CFR 200.326.

SECTION G

G-1 Insurance

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

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

The Bidder and all subcontractors agree that insurers shall waive their rights of Subrogation against the PCHA.

The Bidder expressly understands and agrees that any insurance or self-insurance programs maintained by PCHA shall apply in excess of and not contribute with insurance provided by the successful Bidder and subcontractors under the contract.

- (a) The successful Bidder shall procure and maintain at its sole cost and expense for the duration of this contract, insurance against claims for injuries to persons or damages to properties which may arise from or in connection with the performance of the work hereunder by Bidder, its agents, representatives, volunteers, employees or subcontractors. Bidder acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.
 1. Bidder's insurance coverage shall be primary and noncontributory with respect to PCHA, its officials, employees and volunteers.
 2. To the extent that subcontractors may be used, Bidder shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
 3. Certificates of insurance and endorsements shall be furnished to PCHA and approved by PCHA before services are furnished. PCHA must be named as an "Additional Insured."
 4. The following standard insurance policies shall be required:
 - i. Commercial General Liability Policy
 - ii. Workers' Compensation Policy
 - iii. Automobile Liability
 5. Approval, disapproval or failure to act by PCHA regarding any insurance supplied by Bidder shall not relieve Bidder of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Bidder from liability.
- (b) The following requirements are applicable to all policies:
 1. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with an A-VII or better rating in accordance with current A.M. Best Key Rating Guide.
 2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.

3. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by PCHA.
 4. "Claims made" policies will not be accepted.
 5. PCHA, its officers, employees, and volunteers are to be added as "Additional Insured" to all required policies. The coverage shall contain no special limitations on the scope of protection afforded to PCHA, its officials, employees, or volunteers.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice to PCHA.
 7. Upon request, certified copies of all insurance policies shall be furnished to PCHA.
- (c) **COMMERCIAL GENERAL LIABILITY INSURANCE.** The following Commercial General Liability Insurance is required:
1. Minimum Limits of \$500,000 per Occurrence with an annual Aggregate of \$2,000,000 for Bodily Injury, Personal Injury and Property Damage.
 2. Coverage shall be provided for premises/operations and product/completed operations hazards.
 3. The ISO Commercial General Liability Policy form (Acord 25 2009/09) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written bid and must be approved by the PCHA risk manager.
- (d) **WORKERS' COMPENSATION INSURANCE.** The following Workers' Compensation is required:
1. Minimum Employer's Liability limits of:
 - (a) By Accident – Florida Statutory Limit.
 - (b) By Disease – Florida Statutory Limit.
 2. A Waiver of subrogation in favor of PCHA must be endorsed to the policy.
 3. "Florida," must appear in item 3A of the declarations page of item 3C must contain the following: "All states except those in Item 3A and the state of NV, ND, OH, WA, WV, and WY.
- (e) **AUTOMOBILE LIABILITY.** The following Automobile Liability Insurance will be required:
1. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$500,000, each

Accident for Bodily Injury and Property Damage.

2. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured."
3. Insurance Services Office Business Auto coverage form (Acord 25 2009/09) or broader with symbol 1, "*any auto*" shown in the *Covered Autos* portion of the declarations page.
4. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured."
5. There shall be no special limitations regarding the scope of protection afforded to PCHA, its officials, employees or volunteers.

(f) CERTIFICATES OF INSURANCE. All Certificates of Insurance shall have the following:

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

1. The company is authorized to do business in the State of Florida.
2. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.
3. Sets forth all endorsement and insurance coverages according to requirements and instructions contained herein.
4. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to PCHA.
5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(g) VERIFICATION OF COVERAGE. The following requirement pertains to all Certificates of Insurance. Bidder shall furnish PCHA with certificate of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms which have been approved by the Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to PCHA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by PCHA before work commences. PCHA reserves the rights to require complete, certified copies of all required insurance policies at any time.

G-2 Indemnification

The successful Bidder will be required to protect, defend, indemnify, keep, save, and hold PCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Bidder, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Bidder will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

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

G-3 Rules, Regulations, and Licensing Requirements

Each Bidder and its staff must possess all of the required State of Florida licenses, as well as all other licenses required by Pinellas County to perform in accordance with the contract scope of services herein. In addition, the Bidder shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Bidder is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations.

G-4 Assignment

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

SECTION H

H-1 Submission Requirements

Bids are to be submitted in accordance with Form HUD 5369-B, Instructions to Offerors, Non-Construction. **Bidders shall submit one (1) original of its bid.** Each bid package shall incorporate the following elements:

1. The name of the Bidder and location of the principal place of business
2. A response to Exhibit J: Statement of Bidder's Qualifications

3. The following forms must be included:

- One completed and signed copy of HUD Form 5369-C, Certifications and Representations of Offerors, Non-Construction Contracts
- One completed and signed copy of Non-Collusive Affidavit of Contractor/Subcontractor
- One Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- One copy of Contractor's or Subcontractor's Minority and/or Woman-Owned Business Certificate, if applicable
- One completed and signed copy of PCHA's M/WBE Utilization Summary
- One completed and signed copy of PCHA's Section 3 Opportunities Plan
- One completed and signed copy of Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
- One completed Statement of Bidder's Qualification form
- One completed and signed copy of PCHA's Bid Proposal form
- Proof of Insurance
- Appropriate Certificate/License
- Acknowledgement of Receipt of Documents for all Addendums issued, if applicable
- Listing of all contracts from the past three (3) years. PCHA will choose from this list to check references on past projects. Please include company/customer name, contact name, and contact phone and fax numbers (and e-mail addresses, if available). Please list the physical address of the property where the contracted work was performed.

Alterations to the bid, or the terms and conditions in this IFB shall be grounds for rejecting the entire bid. Late bids shall not be accepted for ANY reason.

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

SECTION I

I-1 M/WBE Participation

In accordance with 2 CFR 200.321, it is PCHA's goal to have minority and women's business enterprise (M/WBE) participation in 50% of all of its contracts. Therefore, the selected Bidder that is not 51% minority or women-owned (non-M/WBE) shall take all necessary affirmative steps to assure that minority and women's business enterprises are used whenever possible. All Bidders must submit PCHA's M/WBE Utilization Summary (Exhibit I, hereto) as part of their Bid. Certified M/WBE firms must submit copies of its certification from any governmental certifying agency.

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

Each joint venture business must submit all forms required herein. Each M/WBE business must submit a statement of its intent to participate and its M/WBE certification with the bid. In addition, the joint venture partnership agreement must be provided with the bid.

SECTION J

J-1 Section 3 Requirements

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

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

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

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

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and

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

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has noticed or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR 135.

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

SECTION K

K-1 List of Attachments

The following attachments are required and/or included as part of this IFB and shall be incorporated into the Bidder's bid/contract:

- Exhibit A: Form HUD 5369-B, Instructions to Offerors, Non-Construction
- Exhibit B: Form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract
- Exhibit C: HUD 5370-C, General Conditions for Non-Construction Contracts
- Exhibit D: Non-Collusive Affidavit
- Exhibit E: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Exhibit F: Sample Contract
- Exhibit G: Minority and Women-Owned Business Enterprise (M/WBE) Certificate, if applicable
- Exhibit H: M/WBE Utilization Summary
- Exhibit I: Section 3 Contracting Procedures, Guidelines and Forms
- Exhibit J: Contractor's Certification of Authorization to Execute Bid/Contract on Behalf of Company
- Exhibit K: Statement of Bidder's Qualification
- Exhibit L: Bid Form
- Exhibit M: Contract Provisions - 2 CFR 200.326
- Exhibit N: Bid Package Checklist

End of IFB Document



EXHIBIT A

Form HUD 5369-B, Instructions to Offerors, Non-Construction

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:]



EXHIBIT B

**Form HUD 5369-C, Certifications and Representations of Offerors,
Non-Construction Contract**

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



EXHIBIT C

**Form HUD 5370-C, General Conditions for
Non-Construction Contracts**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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



EXHIBIT D

Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

State of _____

County of _____

(Company name), being first duly sworn, deposes and says:

that _____
(a partner or officer of the firm of, etc.)

is the party making the forgoing 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 affiant or of any other bidder, or to secure any advantage against the Pinellas County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____.

STATE OF NOTARY PUBLIC

My commission expires _____, 20____.

Personally known ☐

OR produced identification ☐

(Type of identification)



EXHIBIT E

**Sworn Statement Pursuant to Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

**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 the **PINELLAS COUNTY HOUSING AUTHORITY**

By _____
(Name) (Title)

for _____
(Company name)

whose business address is

(Address) (City) (State) (Zip Code)

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(l)(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(l)(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 charges 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(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 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)

Sworn and subscribed before me this _____ day of _____, 20____, who is
Personally known _____
OR produced identification _____
Notary Public - State of _____

My commission expires: _____
(Printed typed or stamped commissioned name of notary public)

Signature of Notary



EXHIBIT F

Sample Contract



**CONTRACT BETWEEN
THE PINELLAS COUNTY HOUSING AUTHORITY
AND _____
FOR WASTE COLLECTION AND RECYCLING SERVICES
CONTRACT # 25-004**

THIS AGREEMENT made as of this ____ day of _____ 2025 by and between the Pinellas County Housing Authority, a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 11479 Ulmerton Road, Largo, Florida 33778 (PCHA) and _____, hereafter referred to collectively as "Provider."

WITNESSETH, that the Provider and PCHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. Provider will provide waste collection and recycling services for [PCHA property name(s)]. The work is further described in IFB # 25-004 and Provider's proposal attached hereto as Part A and Part B, respectively.

ARTICLE 2. Term. Services provided by Provider hereunder shall commence upon execution of this Contract, and shall remain in full force and effect for a performance period of five (5) years.

ARTICLE 3. Contract Price. PCHA shall pay Provider for the performance of the Contract in current funds for a firm fixed annual fee Not-to-Exceed _____ and 00/100 dollars (\$_____.00).

ARTICLE 4. Payment. PCHA will pay Provider for services performed hereunder within thirty (30) days of receipt of approved invoice(s).

ARTICLE 5. Venue, Jurisdiction and Attorneys' Fees. In the event that a cause of action arises, either at law or in equity, from or in reference to this Agreement (including those documents incorporated by reference and attached hereto) both parties agree that such action shall be filed and pursued only in the appropriate state or federal court located in Pinellas County, Florida, or the nearest venue thereto if not located directly as specified herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The prevailing party in any action brought pursuant to this Paragraph shall be entitled to recover reasonable costs and attorneys' fees from the other party.

ARTICLE 6. Insurance. Provider agrees to provide insurance certifications as stated in IFB# 25-004, prior to commencement of services as prescribed in Article 1. Should the insurance lapse

or terminate, Provider agrees to acquire new coverage within ten (10) days of such lapse or termination.

ARTICLE 7. Indemnification. To the extent allowable by applicable Florida laws, the Provider agrees to protect, defend, keep, save, and hold the PCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, claims, costs, charges, or other expenses or liabilities of every kind, arising out of or as a result of this Agreement.

ARTICLE 8. Termination. PCHA shall have the right to terminate this Agreement, with or without cause in accordance with the General Conditions of the Contract for Non-Construction, attached hereto and incorporated herein by reference.

ARTICLE 9. No Duty Except as Expressly Stated. There shall be no duty owed by either party to this Agreement except those that are expressly stated herein.

ARTICLE 10. Retention of Records. Provider agrees to the retention of all records pertinent to this Contract for three (3) years after PCHA makes final payment hereunder and to provide PCHA a copy of said records upon demand.

ARTICLE 11. Personnel. A list of personnel who shall be employed by Provider to perform the services described herein, and who were named in Provider's response to IFB# 25-004, is attached hereto as Part B. Provider shall not terminate and replace approved personnel and/or sub-providers without notification to and approval by PCHA, which approval shall not be unreasonably withheld. Provider shall state in its subcontracts that the subcontracts are assignable to PCHA at PCHA's discretion. Provider shall not employ or otherwise incur an obligation to pay other specialists or experts for services in connection with services herein without prior approval of the PCHA Board of Commissioners and/or Executive Director.

ARTICLE 12. Warranties, Representations and Special Conditions. In connection with the execution of this agreement, the Provider warrants and represents:

That the Provider has carefully examined and analyzed the provisions and requirements of this Agreement including the attachments and exhibits hereto, and that it understands the nature of the services required hereunder;

That, except for those representations, statements, or promises expressly contained in this Agreement, and any exhibits or attachments hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by PCHA, its officials, agents, or employees, to induce the Provider to enter into this Agreement or has been relied upon by the Provider;

That the Provider and, to the best of its knowledge, its subcontractors if any, are not in violation of any laws of the State of Florida;

That the Provider acknowledges that PCHA in its selection of the Provider to perform the services hereunder materially relied upon the Provider's supplied information to select it for the performance of these services;

The Provider understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement;

That it is financially solvent, that it and each of its employees, agents, contractor or any of them is competent to perform the services required under this Agreement; and that the Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

That no officer, agent, or employee of PCHA is employed by the Provider or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by PCHA and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the Provider or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order of goods or equipment; and the Provider further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to PCHA;

That the Provider shall not knowingly use the services of any ineligible subcontractor or consultant for any purpose in the performance of its services under this Agreement;

That the Provider and its subcontractor, if any, are not in default at the time of the execution of this Agreement, or deemed to have, within ten (10) years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by PCHA or the U. S. Department of Housing and Urban Development (HUD), and/or discharged by PCHA or HUD from its employ in the past ten (10) years;

That the Agreement is feasible to perform in accordance with all of its provisions and requirements and the Provider can and shall perform, or cause to be performed, the services in accordance with the provisions and requirements of this Agreement.

ARTICLE 13. Business Documents. To the extent applicable, the Provider shall provide copies of business licenses, applicable permits, its latest articles of incorporation, by-laws and resolutions, and evidence of its authority to do business in the State of Florida, including, without limitation, registration as a foreign corporation or registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Florida, at the request of PCHA at any time during the term of this Contract.

ARTICLE 14. Public Records. To the extent applicable, the Provider shall provide access to public records in accordance with the requirements of Florida Statutes § 119.0701.

ARTICLE 15. Contract Documents. The Contract shall consist of the following component parts:

This Instrument and:

Part A. IFB # 25-004 and all exhibits and addenda

Part B. Provider's Response to IFB # 25-004 dated _____, 2025

Part C. Notice to Proceed

Part D. General Conditions for Non-Construction Contracts (form HUD-5370-C)
Part E. Section 3 Opportunities Plan
Part F. Certificate of Liability Insurance, naming PCHA as additional insured

In the event of a conflict between the General Conditions for Non-Construction Contracts and any part of this contract, the General Conditions will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

SIGNED this _____ day of _____, 2025.

PINELLAS COUNTY
HOUSING AUTHORITY

BY: _____
NAME: Neil Brickfield
TITLE: Executive Director

BUSINESS ADDRESS:
11479 Ulmerton Road
Largo, FL 33778

BY: _____
NAME: _____
TITLE: _____

BUSINESS ADDRESS:

ATTEST:

ATTEST:



EXHIBIT G

**Minority or Women-Owned
Business Enterprise (M/WBE) Certificate, if applicable**



EXHIBIT H

Minority or Women-Owned Business Enterprise (M/WBE) Utilization Summary



INSTRUCTIONS FOR MINORITY AND/OR WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE) UTILIZATION SUMMARY

The Pinellas County Housing Authority (PCHA) is required by federal law as a Public Housing Agency to promote economic opportunities for the clientele it serves. Toward that end, PCHA recognizes and considers the efforts of its Proposers in enlisting the services of small disadvantaged businesses. The Utilization Summary included herein must be completed and submitted by each Proposer. It is designed to monitor the Proposer's commitment to fulfilling PCHA's objectives in promoting economic opportunities for small disadvantaged businesses. The following instructions are designed to assist in the preparation of the Utilization Summary.

1. Enter the dollar amount of the base bid submitted by Proposer.
2. Indicate what dollar amount of the base bid Proposer intends to utilize in partnering, joint-venturing, or subcontracting with Minority/Woman-Owned Businesses as defined at the bottom of the Utilization Summary page. If no M/WBE participation is anticipated, enter \$0.00 as the 'Total M/WBE Goal'.
3. Enter the complete name and address of the Minority/Woman-Owned Business Enterprise(s) that Proposer intends to utilize.
4. Specify the trade, telephone number, and anticipated dollar amount to be paid to the firms named.
5. Provider's representative signs and dates Utilization Summary.
6. Submit Utilization Summary with proposal.
7. After the contract is awarded, each invoice or draw request submitted by Provider must include a copy of Utilization Summary to include the total dollars allocated to M/WBE firms from the contract amount, as well as the percentage (%) of the base bid.
8. Provider's representative signs and submits Utilization Summary with each invoice or draw request.
9. Attach a copy of the M/WBE's current certificate.



**MINORITY AND/OR WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE)
UTILIZATION SUMMARY**

Description of work: _____

Project # _____

Base Bid \$ _____

Total M/WBE Goal \$ _____

Certified Provider's or Sub-Provider's Name & Address	M/WBE	Trade	Phone #	Dollar Amount

Total Dollar Amount Achieved for Goal \$ _____ **(PCHA Use Only)**

M/WBE ☐ Percentage of Base Bid Achieved _____% (Percentage may be rounded to the nearest tenth %) **(PCHA Use Only)**

Note: If the Utilization Summary Form does not indicate that the goal has been met, then the prime Provider must include with its payment/draw request to the PINELLAS COUNTY HOUSING AUTHORITY all documentation of good faith efforts to comply with the Contract for Non-Construction.

Certified True and Correct by _____
Provider's Representative Title Date



EXHIBIT I

Section 3 Contracting Procedures, Guidelines and Forms



PINELLAS COUNTY HOUSING AUTHORITY

Section 3 Contracting Policy and Procedure



Section 3 Contracting Policy and Procedure

INTRODUCTION

Mission Statement

As a leader and innovator, our mission is to provide safe, quality housing for persons in need and to cultivate healthy, vibrant neighborhoods for Pinellas County.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low and very-low income individuals. All contractors must comply with the Davis Bacon Act. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.

A business seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business qualifies as a Section 3-business. (Refer to What Is A Section 3 Business?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as a Section 3 business, but who enter into contracts with the Pinellas County Housing Authority must agree to comply with the required Section 3 Clause, attached hereto. All contractors and subcontractors, including Section 3 businesses, must comply with these requirements. Included, is the requirement that each contractor and subcontractor submit a report of Section 3 compliance with each pay request (refer to Section 3 Compliance Report). Failure to comply with these requirements may lead to sanctions, which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this information to:

Regina Booker

Chief Operating Officer

Pinellas County Housing Authority

(727) 443-7684 X3050

Email Address: rbooker@pinellashousing.com

WHAT IS A SECTION 3 BUSINESS?

A Section 3 Business is a business, as defined in this section--

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. In which at least thirty percent (30%) of its permanent, full-time employees include persons who are certified as Section 3 residents, or whom within three years of the date of first employment were Section 3 residents; or
3. That provides evidence of a commitment to subcontract to businesses that meet the qualifications set forth in items (1) or (2) above, in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Page 11).

WHO IS A SECTION 3 RESIDENT?

For purposes of the Pinellas County Housing Authority, a Section 3 resident is:

1. A public housing resident;
2. Youthbuild participants;
3. Section 8 recipients and other individuals who reside in the jurisdictional boundaries of the Pinellas County Housing Authority whose income fall within the guidelines for low and very low-income persons.

ORDER OF PROVIDING PREFERENCE

SECTION 3 BUSINESS CONCERN

When considering the award of contracts to Section 3 business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed.
2. A Section 3 business that is majority owned by resident(s) of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents of other developments owned by the Pinellas County Housing Authority, but not the housing development in which the work is directed.
3. HUD Youthbuild programs that are being carried out in the area in which the Section 3 covered assistance is expended.
4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or subcontracts in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Contracting goals for Section 3 business concerns are at least ten percent (10%) of the total dollar amount of all Section 3 related contracts for the building trades work (for rehabilitation, construction, maintenance, repair, modernization or development of public housing) and at least three percent (3%) of all other Section 3 contracts.

Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The Housing Authority will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Authority's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause in General Conditions for Construction Contracts and General Conditions of the Non-Construction Contract).

This will include:

1. Submitting a list of all positions necessary to complete contract, names of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order of priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135:

1. **Category 1 – Section 3 Resident**
Residents of the housing development in which the contract shall be expended.
2. **Category 2 – Section 3 Resident**
Residents of other housing developments managed by the Pinellas County Housing Authority.
3. **Category 3 – Section 3 Resident**
Participants in HUD Youthbuild program being carried out within PCHA's jurisdictional boundary.
4. **Category 4 – Section 3 Resident**
Section 8 recipients and all other residents within PCHA's jurisdictional boundary who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.

The types of employment opportunities generated by Section 3 covered assisted projects include management, administrative, and all construction trades (skilled and unskilled).

SECTION 3 CLAUSE

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

24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CERTIFICATION FOR BUSINESSES SEEKING SECTION 3 PREFERENCE IN
CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ LLC
 ☐ Sole Proprietorship ☐ Joint Venture ☐ Other

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For the business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|---|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from date of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract (attach all documents below):

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

Print Authorized Name

Attested by: _____

Date: _____

(Corporate Seal)

PINELLAS COUNTY HOUSING AUTHORITY

RESIDENT EMPLOYMENT OPPORTUNITY DATA ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
(County)

and meet the income eligibility guidelines for a low- income person as published on the reverse.

My permanent address is:

I have attached the following documentation as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Other evidence

Signature

Date

Print Name

Email Address

**PINELLAS COUNTY HOUSING AUTHORITY
SECTION 3 INCOME LIMITS for 2024**

All residents of public housing developments of the Pinellas County Housing Authority qualify as Section 3 residents. Additionally, individuals residing within the PCHA's jurisdictional boundary who meet the income limits set forth below may also qualify for Section 3 resident status. (Income limits updated 2024)

A picture identification card and proof of current residency is required.

Eligibility Guideline

Number in Household	Low (80%) Income Limits
1 individual	\$53,500
2 individuals	\$61,150
3 individuals	\$68,800
4 individuals	\$76,400
5 individuals	\$82,550
6 individuals	\$86,650
7 individuals	\$94,750
8 individuals	\$100,850

Resident Hiring Requirements

The PCHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to provide unskilled labor will be able to participate in PCHA's contracted labor efforts. A prime contractor may satisfy PCHA resident hiring requirements through its subcontractors.

USE TOTAL LABOR DOLLARS FOR CONSTRUCTION USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 - 1/2% of the labor dollars

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Rainbow Village or Lakeside Terrace public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more Rainbow Village or Lakeside Terrace public housing residents, or specific low, very low-income, and extremely low-income individuals within a 50 mile radius of the site where the project commences.
2. Direct hiring of qualified Pinellas County Housing Authority's Rainbow Village or Lakeside Terrace public housing residents, or Section 8 recipients and/or low and very low-income neighborhood residents and provide job training to Section 3 residents if there are no qualified individuals for open positions.
3. Contractor contributes to PCHA's Resident Education Fund to assist residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth above.



EXHIBIT J

Contractor's Certification of Authorization to Execute Proposal/Agreement on behalf of Company

**CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO
EXECUTE PROPOSAL/AGREEMENT ON BEHALF OF COMPANY**

I, _____, certify that I am the _____
of the corporation named as Contractor herein; that
_____, who signed this Proposal/Agreement on behalf of
the Contractor, was then _____ of said corporation; that said
Proposal/Agreement was duly signed for and on 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: _____

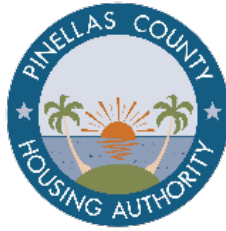


EXHIBIT K

Statement of Bidder's Qualifications

STATEMENT OF BIDDER'S QUALIFICATIONS (Prime Contractor)

All questions must be answered and the data given must be clear and comprehensive. This statement MUST BE NOTARIZED. If necessary, add separate sheets for items requiring additional explanation. This information may be submitted in a separate sealed envelope marked "Bidder's Qualifications" and inserted inside the sealed Bid Envelope. In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened.

1. Name of Bidder.
2. Permanent main office address.
3. Date organized.
4. State incorporated.
5. How many years have you been engaged in business under your present company name?
6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative.)
7. General character of work usually performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the three (3) most similar contracts currently or recently completed by your company, stating approximate contract amount, name and telephone number of owner's representative.
11. List your major equipment available for use on this contract.
12. Experience in work similar in importance to this project.
13. Background and experience of the principal members of your firm, including the officers and proposed project manager.
14. Credit available for administration of this contract, furnish written evidence.
15. Proof of Florida License.

16. Audited financial report not more than twelve (12) months old (including a balance sheet and invoice statement).
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required to the Pinellas County Housing Authority (PCHA)?
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by PCHA in verification of the recitals compromising the Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2____.

(Name of Bidder)

By _____

Title _____

State of _____)ss.

County of _____)

_____ being duly sworn deposes and
says that he is _____ of _____
and that he answers to the foregoing questions and all statements therein contained
are true and correct.

Sworn to before me this _____ day of _____, 2____.

Notary Public

My Commission Expires _____

(Bidder may submit additional information if desired.)

Name of Firm: _____

BALANCE SHEET
AS OF _____

ASSETS

CURRENT ASSETS

Cash
Joint Venture Accounts
Accounts Receivable
Notes Receivable
Accrued Interest on Notes
Deposits
Materials and Prepaid Expense
Total Current Assets

FIXED ASSETS – NET

OTHER ASSETS

TOTAL ASSETS

=====

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable
Notes Payable
Accrued Interest on Notes
Provision for Income Taxes
Advances Received from Owners
Accrued Salaries
Accrued Payroll Taxes
Other

TOTAL CURRENT LIABILITIES

=====

OTHER LIABILITIES

CAPITAL

Capital Stock
Authorized and Outstanding Shares,
Par Value
Earned Surplus

TOTAL CAPITAL

=====

TOTAL LIABILITIES AND CAPITAL

=====



EXHIBIT L

Bid Form

BID FORM

DATE: _____

Pinellas County Housing Authority

For: IFB# 25-004 Waste Collection and Recycling Services at Crystal Lakes Manor Apartments, Lakeside Terrace Apartments, Landings at Cross Bayou Apartments, and Rainbow Village Apartments

To Pinellas County Housing Authority:

The undersigned, hereinafter called "Bidder," having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Specifications, the Form of Agreement, and other Contract Documents and the requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the Waste Collection and Recycling Services at Crystal Lakes Manor Apartments, Lakeside Terrace Apartments, Landings at Cross Bayou Apartments and Rainbow Village Apartments in full accordance with the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, and all other documents relating thereto, on file in the office of the Pinellas County Housing Authority and, if awarded the Contract, to complete the said Work within the time limits specified or stipulated herein for the following Bid Price.

All bids shall cover all costs required to complete work description. Contractor is cautioned to verify all site conditions. All bids shall cover material, labor and equipment required to complete work description. ALL pricing shall include Sales Tax & Fuel Surcharges.

Total Annual Bid Amount: \$ _____

Property	Waste Collection Services			
	Quantity	Container Size	Pick-up Times/ Week	Annual Rate
Crystal Lakes Manor*	8	6 cu.yd.	2	
Lakeside Terrace	4	6 cu.yd.	2	
Landings at Cross Bayou**	3	8-cu.yd.	6	
Rainbow Village*	200	96-gal cart	2	
Rainbow Village	1	8-cu.yd.	3	

Property	Recycling Services			
	Quantity	Container Size	Pick-up Times/ Week	Annual Rate
Crystal Lakes Manor	20	96-gal cart	1	
Lakeside Terrace	6	96-gal cart	1	
Landings at Cross Bayou	5	96-gal cart	1	
Rainbow Village	5	96-gal cart	1	
Rainbow Village	25-50	14-gal bin	1	

NOTE: fee for pulling/resetting of 30-yard containers is NOT to be included in Total Bid Amount. Please provide line item pricing only.

***Charge to Pull/Reset 30 Yard Container
(Lakeside Terrace and Rainbow Village):** _____

****Charge to Deliver/Pull 30 Yard Container
(Landings at Cross Bayou):** _____

The Bidder hereby agrees that:

1. The above proposal shall remain in full force and effect for a period of ninety (90) calendar days after the time and date of receipt of Bids and that this Bidder will not revoke or cancel this bid or withdraw from competition within the said ninety (90) calendar days.
2. In case he be notified in writing by mail, telegraph, or delivery of the acceptance of this proposal within ninety (90) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a formal written contract for the work for the above stated compensation and at the time to furnish and deliver to the Owner proof of insurance in accordance with the requirements of the Invitation for Bid.
3. The undersigned agrees to commence actual physical work on the site with an adequate work force and equipment within ten (10) calendar days of the date of receipt of written Notice to Proceed and to fully complete all work within the timeframes as prescribed in the Scope of Work as described in the IFB document.

Addenda issued during the bidding period are hereby acknowledged.

If this proposal is not accepted within ninety (90) days after the date set for the opening of bids, then this proposal will be null and void.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

(The Bidder shall list all addenda)

ATTACHMENTS:

All documents attached herein shall be incorporated into the Bid Package; as per the requirements of **IFB# 25-004, Section H-1, Submission Requirements**.

NOTE: The penalty for making false statements in offer is described in 18 U.S.C. 1001.

In witness whereof, the bidder has hereunto set this signature and affixed his seal this _____ day of _____, 2025.

(AFFIX CORPORATE SEAL IF BIDDER IS A CORPORATION)

BIDDER: _____
(Name)

BY: _____
(Name)

TITLE: _____

Witness (Secretary's Attest)
If Bidder is Corporation



EXHIBIT M

Contract Provisions – 2 CFR 200.326

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Part 200, Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

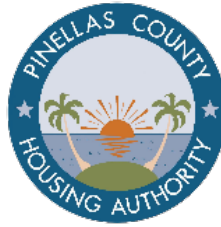
§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



EXHIBIT N

Bid Package Checklist



Bid Checklist

IFB#25-004 Waste Collection and Recycling Services

Business Name: _____

Business Address: _____

Bidders shall submit one original of its bid via email to Mle@pinellashousing.com

The following supplemental forms **MUST** be completed and submitted on or before the due date:

- _____ HUD Form 5369-C-Certifications and Representations of Offerors, Non-Construction Contracts (Exhibit B) **REQUIRED**
- _____ Non-Collusive Affidavit of Contractor/Subcontractor [notarized] (Exhibit D) **REQUIRED**
- _____ Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes [notarized] (Exhibit E) **REQUIRED**
- _____ Minority and/or Woman-Owned Business Certificate, if applicable (Exhibit H)
- _____ M/WBE Utilization Summary (Exhibit I) **REQUIRED**
- _____ Section 3 Opportunities Plan (Exhibit J) **REQUIRED**
- _____ Contractor's Certification of Authorization to Execute Bid/Contract **REQUIRED**
- _____ Statement of Bidder's Qualification (Exhibit K) **REQUIRED**
- _____ Bid Form (Exhibit L) **REQUIRED**
- _____ Certificate of Liability Insurance **REQUIRED**
- _____ Copies of Appropriate Certificate(s)/License(s), if applicable
- _____ Acknowledgement of Receipt of Documents, if applicable **REQUIRED**

Failure to complete, sign where required, have notarized where required, and return the above bid documents with your bid may render it non-responsive.