



**REQUEST FOR PROPOSAL
FOR
FORENSIC FINANCIAL AUDIT SERVICES**

RFP: FY2017-FA-001

August 21, 2017

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**PALM BEACH COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSAL
FOR
FORENSIC FINANCIAL AUDIT
RFP No.: FY2017-FA-001**

1.0 INTRODUCTION

1.1 AGENCY BACKGROUND

The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a 5-member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”), PBCHA owns and operates 491 public housing dwelling units, (located in its 5 multi-family communities), 51 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2,900 Section 8 Vouchers under the Housing Choice Voucher Program and owns 148 affordable (non-federally assisted) housing units.

SPECTRA Organization is an instrumentality of PBCHA.

1.2 SOLICITATION

PBCHA/SPECTRA are requesting proposals from qualified firms of certified public accountants to perform a forensic audits of financial records for FY 2014-2015 and FY 2015-2016, with the option of auditing financial statements for the first two quarters of FY 2016 - 2017. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133 and Governmental Accounting Standards Board (GASB) Pronouncements.

There is no expressed or implied obligation of PBCHA/SPECTRA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, PBCHA/SPECTRA reserve the right, where it may serve its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of PBCHA/SPECTRA, oral presentations by the soliciting firms may be included as part of the evaluation process.

PBCHA/SPECTRA reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PBCHA/SPECTRA and the selected firm.

1.3 PROCUREMENT AUTHORITY

All matters and issues related to this RFP, and any contract resulting from this RFP shall be governed by the regulations included in **24 C.F.R. § 85.36**; and the procurement principles set forth in the HUD Handbook on Procurement for Public Housing Agencies, **Handbook 7460.8, REV-2**; applicable Federal, State and Local laws and the **Statement on Procurement Policy** for The Palm Beach County Housing Authority.

1.4 REQUIRED QUALIFICATIONS

The selected Auditing firm must provide Certified Public Accountants (CPA), who are also Certified in Financial Forensics (CFF), and have specific experience in auditing governmental entities and public housing authorities.

PBCHA /SPECTRA intend to engage the services of a Forensic Auditing Firm for the successful completion of the following:

2.0 SCOPE OF SERVICES

2.1 Services required of Forensic Auditors

The Forensic Auditors (“Auditors”) will perform an investigative accounting review of the financial records of Palm Beach County Housing Authority (“PBCHA”) for the FY 2015 - 2016 and FY 2014 – 2015 on all financial transactions - including, but not limited to, deposits, payments, financial statements, balance sheets, income statements and cash flow statements using auditing, quantitative methods and related skills to determine:

Whether the combined financial statements of PBCHA present fairly, in all material respects, the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP);

Whether the Housing Authority has complied with laws and regulations that may have a material effect upon the financial statements; and

Whether fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities occurred.

The Forensic Auditors (“Auditors”) will perform an investigative accounting review of the financial records of SPECTRA Organization for the FY 2015-2016 and FY 2014 – 2015 on all financial transactions - including, but not limited to, deposits, payments, financial statements, balance sheets, income statements and cash flow statements using auditing, quantitative methods and related skills to determine:

Whether the combined financial statements of the SPECTRA Organization present fairly, in all material respects, the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP);

Whether Spectra has complied with laws and regulations that may have a material effect upon the financial statements; and

Whether fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities occurred.

The auditors will analyze, interpret and summarize PBCHA and SPECTRA's internal accounting controls and accounting procedures, compile financial evidence, develop computer applications to manage the information collected and communicate their findings, with recommendations, in the form of reports and/ or presentations to the Chief Financial Officer, Interim Chief Executive Officer and the Board of Commissioners of PBCHA and The SPECTRA Board. The examination and reports must be in accordance with generally accepted government auditing standards.

In the required reports on internal controls, the forensic auditing team must communicate any reportable conditions found during the audit. Non-reportable conditions discovered by auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The team must identify if fraud has been committed, how long it has been going on, the parties involved, quantify the financial loss, and provide fraud prevention methods.

The forensic auditing team must report any significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The forensic reporting team must also identify and report all material weaknesses.

Forensic auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Vice-Chairman of the Board of Commissioners, Interim Chief Executive Director, and the Chief Financial Officer.

2.2 Reporting and Communication:

The Chief Financial Officer or designee will be responsible for coordinating the audit process internally. The auditors will meet periodically during the fieldwork process with the Vice-Chairman of the Board of Commissioners and the Chief Financial Officer or designee to discuss preliminary audit findings and management recommendations.

Prior to issuing their final reports, the auditors will meet with the Vice-Chairman of the Board of Commissioners, Interim Chief Executive Director, Chief Financial Officer, and his/her designees. All audit reports are presented to the Board of Commissioners of PBCHA and SPECTRA Board.

Preparation and Printing of the Audited Financial Statements will be the sole responsibility of the Auditor.

2.3 Specific Deliverables to PBCHA/SPECTRA

1. A Report on the combined financial statements of the PBCHA fair representation, in all material respects, of the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP).
2. A Report on the combined financial statements of SPECTRA fair representation, in all material respects, of the financial position and the changes in financial position and cash flows in accordance with generally accepted accounting principles, (GAAP).
3. A Report on Compliance of PBCHA with applicable laws and Regulations
4. A Report on Compliance of SPECTRA with applicable laws and Regulations

5. A Report of any finding of fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities within PBCHA.
6. A Report of any finding of fraud, including theft (cash, inventory and fraudulent payments); corruption (conflict of interest, bribery and extortion); or financial statement fraud (misstatements of the financials of the company); and other illegal financial activities within SPECTRA.
7. Review of the Authority's Section 8 Management Assessment Program (SEMAP) in conformity with HUD rules and regulations.
8. Schedule of Expenditures of Federal Awards and Single Audit opinion.
9. Financial Data Schedule as required by HUD-REAC.
10. The auditors will also format, publish, and produce a photo ready copy of the following documents: Ten copies of Basic Financial Statements and Supplemental Information for each of the fiscal years audited.

2.4 PBCHA/SPECTRA'S Responsibilities

PBCHA/SPECTRA staff will prepare the final trial balances of all funds administered by PBCHA/SPECTRA.

PBCHA/SPECTRA staff will produce the confirmation letters that are mailed by the auditors.

PBCHA/SPECTRA staff will be available to assist the auditors in locating records or preparing audit schedules. All requests will first be directed to the Chief Financial Officer or his/her designee.

PBCHA/SPECTRA will provide the auditor with reasonable workspace, desks, and chairs. The auditors will also be furnished access to telephones, facsimile machines, and photocopying machines.

2.5 Basis for Compensation

PBCHA/SPECTRA will pay the auditors for those services described in 2.1.1 to 2.1.5, according to the not-to-exceed amount contained within the agreement. For additional services required after the inception of the agreement, written approval by PBCHA/SPECTRA is required in advance of such services being rendered, for which a fee will be paid based on the auditor's quoted hourly rates.

The auditors may submit itemized bills for their services at the end of each calendar month period in which accumulated unbilled charges exceed \$1,000.00. PBCHA/SPECTRA will promptly review and act upon these bills.

The Chief Financial Officer & Interim Executive Director shall receive all final opinions and reports for PBCHA/SPECTRA financial statements for each fiscal year audited within 3 months of contract execution, barring any unforeseen PBCHA delays. Such final reports if delayed by the Consultant will result in a 1 % reduction in fees for every day beyond the applicable deadline. Final reports for grant and Agency programs shall be completed in time to meet required submission dates.

A 10% holdback of the total compensation will be maintained by the agency until the audited financial report is delivered to PBCHA/SPECTRA.

2.6 Coordination with PBCHA /SPECTRA Chief Financial Officer

All Forensic Accounting Services shall be performed and coordinated through the PBCH/SPECTRA Chief Financial Officer. The selected Fee Developer shall perform all requested services in cooperation, consultation, and coordination with the PBCHA/SPECTRA Chief Financial Officer.

2.7 Regular Meetings

The selected Fee Developer or Consultant shall be responsible for attending, coordinating, and/or facilitating regular meetings with designated PBCHA/SPECTRA staff, Board of Commissioner meetings, and other civic or community meetings as necessary.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

3.1 Submission of Proposal

The Responder must submit a proposal in response to this RFP in accordance with the instructions and terms hereunder. By submission of a proposal, the Responder agrees to be bound by the terms and conditions of this RFP.

PBCHA/SPECTRA will accept proposal(s) in accordance with the **Timetable** provided in **3.2** below. It is the Responder's responsibility to ensure that the proposal is delivered by the designated time and date. Proposal(s), which for any reason are not delivered within the deadline, will not be considered and will be returned unopened to the Responder.

An original and five (5) copies of typewritten proposal(s), including all required attachments, certifications and other pertinent information, must be executed and submitted in a sealed envelope or box. The face of the envelope (or box) must contain, in addition to the address below, the RFP **number** (e.g. FY2017—FA-001), and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by PBCHA. Mail or Hand Deliver proposals to:

Tad Fuller, Chief Financial Officer
Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, FL 33407
tfuller@pbchaf.org

3.2 Time Table

The submission of proposal(s) in response to this RFP will be evaluated in accordance with the schedule below.

Scheduled Procedures	Date	Time
RFP Date of Issue	August 21, 2017	8:30 a.m.
Deadline for Receipt of Questions	August 25, 2017	4:00 p.m.
Deadline for Proposal Submissions	August 30, 2017	4:00 p.m.
Announce Award to Successful Responder	September 5, 2017	-----

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of PBCHA.

3.3 Confidentiality

There will be **no public opening of proposals**. All proposals and information concerning same shall remain confidential until all negotiations are completed and the Notice of Award(s) is issued. Responders are hereby notified that all proposals received by PBCHA shall be included as part of the official contract file. Therefore, any part of the proposal that is not considered, confidential, privileged or proprietary under any applicable Federal, State or Local law shall be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State, and Local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

3.4 Cone of Silence

The term “cone-of-silence” means a prohibition on any and all non-written communication regarding this RFP between any Responder, Responder’s team members, and any PBCHA Commissioner, officer, employee, consultant, or contractor. The “cone-of-silence” is in effect as of the submittal deadline(s). This provision does not apply to oral communications at public meetings, the pre-submission conference, or oral presentations made to the Selection Panel. The “cone-of-silence” will terminate at the time PBCHA awards a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

3.5 Interpretations and Questions

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and in accordance with the Time Table in Section 3.2. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by PBCHA.

3.6 Preparation of Proposal

Responders are expected to examine the Scope of Services and all instructions prior to preparing the proposal. Failure to do so will be at the Responder’s risk. All costs relating to the submission of the proposal, incurred directly or indirectly by the Responder, including, travel, preparation, submission and miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Responder and shall be borne by the Responder. Responders should make provisions for any and all costs and expenses related to the performance of the Contract in their price proposal, and should identify all such costs and expenses in the itemized breakdown of costs.

3.7 Execution of Proposal

The original proposal and five (5) duplicates must each contain a manual original signature of an authorized representative of the Responder. The authorized representative of the Responder must initial all corrections made on the proposal. The company name must appear on the cover sheet. The proposal must include all documents, materials, and information required herein.

4.0 EQUAL OPPORTUNITY REQUIREMENTS

4.1 Subcontracting with MBE, WBE, and SDB Companies.

It is PBCHA's policy to ensure that Minority Business Enterprises (MBEs), Women-owned Businesses (WBEs) and Small Disadvantaged Businesses (SDB)'s is provided maximum opportunity to participate in all professional service contracts administered by PBCHA. Therefore, in connection with the performance of services under the proposed Contract, all Responders shall agree to comply with any applicable PBCHA policies concerning Minority Business Enterprises (MBE); Women-owned Businesses (WBE); and/or Small Disadvantaged Businesses (SDB), as such policies may be adopted, amended, and/or implemented. PBCHA has not established a minimum threshold for participation; however, PBCHA strongly encourages and affirmatively promotes Equal Opportunity in all PBCHA professional services contracts.

All MBEs to be utilized for PBCHA contracts must be certified as a MBE or WBE by any Federal, State, or local jurisdiction in order for their participation to be acknowledged. All certifications must be current. Provide the names, addresses, telephone numbers, and MBE/WBE certifications of all MBEs and WBEs who will be performing work on this project. Provide a description of the work to be performed by each firm and the proposed percentage of the total contract dollar amount that will be awarded to each firm.

4.2 Compliance with Section 3 of the U.S. Housing Act

The successful Responder shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD thereunder.

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.

Each Respondent must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures, as well as similar activities associated with low and very-low income persons, notably those living in public housing.

5.0 INSURANCE REQUIREMENTS

5.1 Required Coverage

The proposal package must include evidence of the Responder's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage. Such insurance shall be procured from a company licensed to do business in the State of Florida and placed with a carrier possessing an A.M. Best's Rating of B+VI or better, and maintained for the entire duration of the proposed contract.

5.2 Proof of Insurance upon Notice of Award

Within ten (10) days of the date of the Notice of Award, the successful Responder shall furnish to PBCHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required insurance is maintained and will be in effect for the entire duration of the Contract.

PBCHA may, at its sole discretion, immediately cancel the contract award without prior notice to a successful Responder upon any failure to submit timely any or all the required Certificates of Insurance all other documents required under the proposed Contract. In such case, all existing agreements between PBCHA and the successful Responder shall immediately become null and void upon such cancellation.

6.0 PROPOSAL STRUCTURE AND RANKING CRITERIA

6.1 Proposal Review Standards

PBCHA shall award contracts only to "Responsive Responders" who have the ability to perform successfully under the terms and conditions of a professional Services Contract or Master Development Agreement. Therefore, during the initial evaluation of proposal, PBCHA shall assess the responder's responsiveness prior to being advanced to the next stage for further consideration by the Selection Panel. PBCHA's determination of a Responder's responsiveness shall include, but not be limited to consideration of the following:

- Proposal Submitted On-Time
- Submission Complete in Accordance with Instructions
- Appropriate Qualifications (Certified Public Accountants, Certified Financial Forensics)
- Eligibility for Award of a Federally-Assisted Contract

- Reputation (In Good Standing and Good References)

6.2 **Requests for Additional Information**

In assessing the Responder's responsiveness, PBCHA may request the Responder being considered for award to submit additional information, letters, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Responder to provide such additional information within the time requested by OBCHA may render the Responder ineligible for further consideration.

7.0 **CONTRACT AWARD**

7.1 **Form of Award**

Submission of a proposal constitutes acceptance of the terms and conditions of this RFP. Further, the Responder agrees, if it is issued a written Notice of Award as the successful Responder, to be bound by a contract whose provisions shall be substantially the same as:

- a) The terms and conditions of the RFP, inclusive of the Attachments, and the terms and conditions of the proposal acceptable to PBCHA. Acceptance of the Responder's proposal to perform the services specified in this RFP will be made by written **Notice of Award** from PBCHA to the successful Responder. Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract shall constitute an actionable breach of contract.
- b) Responders are not entitled to rely on any representations made by any employee, member, officer, or representative of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature.
- c) The Notice of Award may be effective for up to one (1) year from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP. The Contractor shall perform its services as outlined in the Scope of Services in a prompt and timely manner and shall commence performance upon receipt of a written Notice-To-Proceed from PBCHA.
- d) The Notice-to-Proceed shall set forth the precise date of commencement of the work. The Contractor shall make its non-exclusive services available during the entire contract period.

7.2 Cancellation

Irrespective of any default hereunder, PBCHA may also at any time at its discretion cancel the contract in whole or in part, delete any scheduled item and/or reduce/increase the quantity of any scheduled item as deemed necessary by PBCHA. In such event the contractor shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as allowed for in the contract.

7.3 Form of Contract

The contracts to be awarded under this RFP shall be for the Forensic Financial Audit Services required by PBCHA. All work under the proposed Contract shall be included in a Forensic Financial Audit Services Contract issued by PBCHA and signed by both parties.

7.4 Basis of Contract Award

Following the evaluation of proposals, PBCHA shall award a contract to the responsible Responder whose proposal will be most advantageous to PBCHA, considering price, remuneration and any other factors specified in this RFP.

Subject to the availability of funds, PBCHA may negotiate a contract with the successful Responder(s). Any contract awarded pursuant to this RFP shall be made to the responsible Responder(s) whose proposal is determined to be the most advantageous to PBCHA, price and technical factors considered. Award will not necessarily be made to the Responder(s) submitting the lowest price.

PBCHA does not guarantee (a) any minimum amount of a contract awarded hereunder; nor (b) the extent, quantity or portion of any services to be performed or items to be provided pursuant to an award to any one or all the successful Responder(s). Further, PBCHA may: (c) reject any and all proposals received; (d) accept other than the lowest priced proposal; (e) waive any minor irregularities or technicalities in proposals received; (f) make a single award or multiple awards under this RFP for the performance of any, all or any combination of the items delineated under the Scope of Services; (g) accept any item or combination of items proposed unless precluded elsewhere in the solicitation; (h) amend this solicitation as permitted by applicable law; or (i) cancel this solicitation in its entirety or any portion thereof.

7.5 Rejection of Materially Unbalanced Proposals

PBCHA may reject any proposal as unacceptable if it is materially unbalanced as to the fees and costs for the various items of work to be performed. A proposal is materially unbalanced when it is based on fees and costs significantly more or less than the industry standard.

7.6 Time and Order of Work

The successful Responder shall be readily available and capable of immediately assuming all duties involved in the representation of PBCHA upon award and shall be capable of meeting any and all deadlines. PBCHA shall issue a Notice to Proceed to the selected Responder before work may commence.

8.0 COMPENSATION

The compensation shall be in accordance with the following provisions, as well as those additional terms set forth under the prospective Contract:

8.1 Fees/Costs

Respondents shall complete the Fee Proposal forms included in this solicitation (Attachment I) indicating its proposed fees for the initial term and the optional renewal periods. The fees proposed for the initial term shall be valid for ninety (90) days from the date quotes are due. The fees for the option terms shall be fixed during each option term(s) and are not subject to change after execution of a contract.

In the Fee Proposal, the hourly rate must be “fully loaded” (i.e. inclusive of all clerical support, reports, and materials supplied that are necessary for performing services under this RFP). These rates shall include any overhead and/or profit. PBCHA, at its sole option, may require Respondents to provide a breakdown of overhead and/or profit by title. If there are reimbursable costs associated with providing the Services under this RFP, they are to be identified.

The award of a contract under this RFP will not be based solely on the fee. The Fee Proposal will be used to determine is a Respondent, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.

8.2 Dispute Procedures

Any prospective or actual Responder may protest this solicitation or the contract award based on this solicitation only for a serious violation of the standards of PBCHA Procurement Policy and operating procedures provided in the “Statement of Procurement Policy for The Palm Beach County Housing Authority,” and its implementing procedures, or violation of applicable Federal or State law.

9.0 SUBMISSION REQUIREMENTS

9.1 Structure of Proposal

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be organized in accordance with the factors delineated hereunder for which a proposal is submitted. The Responder shall specify each project followed by the response thereto. Each completed proposal must fit into one (1) binder. In case of Responders organized as joint ventures, all information applicable to the joint venture, including a copy of the official documents establishing the joint venture must be submitted.

9.2 Content of Proposal

The Responder must include in the proposal packet: (a) the executed original and five (5) copies of the proposal and designated forms attached to this RFP; (b) the required number of copies of all letters of intent between the Responder and Minority Business Enterprises (MBE) and Woman-owned businesses (WBE) subcontractors; (c) the required number of copies of applicable accreditation records, licenses and/or permits; (d) three (3) references with the capability for evaluating the type of services requested under this solicitation and with knowledge of services previously rendered by Responder; and (e) all other information requested under this RFP.

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10.0 **EVALUATION FACTORS**

The proposal should address the factors outlined under each Project, below:

10.1 Qualifications of assigned personnel, including a list of all key members of the firm who will be committed to this project and indicate their job function(s) and title(s). Indicate the level of effort, area of expertise and function of each member on the project. Submit an organizational chart to show how the key members will be involved. Include résumés for each member, highlighting the education, work experience, professional licenses/registrations that are relevant to the scope of work in this RFP.

10.2 Experience in and demonstrated success of providing forensic financial audit services to Public Housing Authorities.

10.3 Capacity to provide forensic financial audit services in a timely manner with limited notice and within a confined time line. Describe the human and technical resources available to you for rendering the services requested in this RFP, including the geographic location of offices and support staff that will be committed to the project(s). Respondent should provide a chart, which clearly describes quantities and duration of time commitment for members of the team.

10.4 Responsiveness of Proposal: The proposal will be evaluated for clarity; for the fee structure in relation to the services to be provided; and for completeness of the submission including required certifications and documentation. The Responder must demonstrate in the proposals an understanding of the requirements set forth in this solicitation. The Responder is advised that the proposal may not merely offer to provide services in accordance with the requirements of PBCHA's Scope of Services or specifications.

10.5 Price Reasonableness: List the hourly billing rate of each individual who will be committed to this project, relative to the scope of services. The proposal fees must be reasonable. The proposal fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed Contract.

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11.0 **SELECTION PROCESS AND EVALUATION CRITERIA**

11.1 **General**

Selection of the Responder(s) and award of any contract to render services pursuant to this RFP will be made in accordance with HUD and PBCHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. Each proposal shall be evaluated against the selection criteria set forth in this Section and scored on the basis of the information contained in the proposal. Factors not specified in the RFP shall not be considered.

Each proposal will be considered on its own individual merit and not analyzed in comparison with other proposals. Each panel member assigning points shall provide a written narrative justification to support the score given.

The sum of the points assigned to a proposal by an individual panel member shall be known as the Responder's "**Raw Score.**" Each Responder will receive a Raw Score from each voting evaluation panel member. In the presence of the entire evaluation panel, the evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal. The chairperson shall then average all the panel members' Raw Scores for each Responder and post these numbers as the "**Panel Score**" for each Responder. Each Proposal shall be rated as **responsive** or **unresponsive** based on the Raw Score received.

Proposals determined to be responsive and that have a reasonable chance of award shall be included in the **competitive range**. PBCHA reserves the right to limit the number of Responders to be included in the competitive range.

Further, PBCHA reserves the right to establish a **minimum score** for the competitive range. Responders whose proposals are classified as **unresponsive** shall be excluded from the remainder of the selection process and notified accordingly.

11.2 **Oral Presentation**

At the sole discretion of PBCHA, Responders who are considered by the evaluation panel to be in the competitive range, based on the total scores received and relative rankings of Responders may be asked to make a presentation of the proposal during any negotiations that may be held. The purpose of the presentation will be to provide an opportunity to the Responder to clarify its proposal, respond to questions from PBCHA, and substantiate representations in the proposal. No comments about other Responders or other proposals will be permitted and Responders shall not be permitted to attend presentations by other Responders. A time limit for presentations shall be imposed.

Responders invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such presentation. Evaluations may be revised based upon information provided by the Responders in the oral presentation.

11.3 Negotiations

Negotiations, oral and/or written, may be conducted on behalf of PBCHA, by authorized representatives, with all responsible Responders whose offers are within the competitive range. PBCHA reserves the right to conduct negotiations, oral and/or written, on any element of the contract including price, with all responsible Responders whose offers are within the competitive range.

11.4 Best and Final Offer

Responders in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written “Best and Final Offer (“BAFO”),” within a deadline of not less than five (5) business days from notification by PBCHA, unless otherwise indicated by PBCHA in writing.

The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

This Space is intentionally left blank

11.5 Selection Criteria

Selection of the Responders in the competitive range will be based on the criteria and rated according to the maximum available points for each Project. A sample is included in the chart below:

SELECTION CRITERIA	MAXIMUM POINTS
Qualifications of assigned personnel, including a list of all key members of the firm and any consultant(s) or sub-consultants(s) who will be assigned to the project(s)	10
Experience in and demonstrated success in completing the services described in the Scope of Services in collaboration with Public Housing Authorities.	25
Capacity - ability to provide forensic financial audit services in a timely manner with limited notice and within a confined time-frame. Human, financial, and technical resources assigned and available to implement the project(s).	25
Responsiveness – Completion, clarity and correctness of all RFP Requirements	10
Price Reasonableness - List the hourly billing rate of each individual who will be committed to this project, relative to the scope of services. The proposed fees must be reasonable.	30
TOTAL	100

ATTACHMENTS

Each written or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The Responder is required to complete and submit the certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following attachments:

HUD Documents

HUD Form 5369-A	Representations, Certifications, and other Statements of Bidders
HUD Form 5369-B	Instructions to Offerors- Non-Construction
HUD Form 5369-C	Certifications and Representations of Offerors – Non-Construction Contract

RFP Attachments

G-1	Certification of Eligibility
G-2	Affidavit of Non-Collusion
G-3	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Conversion Transactions
G-4	Conflict of Interest Certification
G-5	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
G-6	Certification of Non-Segregated Facilities
G-7	Clean Air and Water Certification
G-8	Certificate of Independent Price Determination
G-9	Certification Regarding Lobbying
G-10	Authorization of Responder for Verification of Reference

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

10. Certification of Non-segregated Facilities (applicable to contracts exceeding \$10,000)

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT G-1
CERTIFICATION OF ELIGIBILITY

1. By the submission of this proposal, the Responder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Responder's firm is ineligible to:
 - a. Be awarded contracts by any agency of the United States Government, HUD, or the State of Florida; or,
 - b. Participate in HUD programs pursuant to 24 CFR Part 24.

2. To that effect, Responders shall submit a certification that the firm and its principals are not debarred, suspended or otherwise prohibited from professional practice by a Federal, state or local agency or excluded from participation in this contract, by completing and submitting Attachment G-3 hereto, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions." The certification in Attachment G-3 to the RFP and Paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Responder knowingly rendered an erroneous certification, the contract may be terminated for default, and the Responder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

3. The Responder represents that a fully executed "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions, "Attachment G-3 [] is, [] is not included with the proposal.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT G-2
AFFIDAVIT OF NON-COLLUSION

By signing below, the undersigned official of the Responder hereby certifies and affirms under penalties of perjury that: (a) costs, prices and/or fees and services submitted or to be submitted at a later date are or shall be made without prior agreement, understanding, or connection with any corporation, firm or person submitting a response to this solicitation, and are fair and without fraud; (b) that the Responder has not colluded, conspired, connived or agreed, directly or indirectly with any Responder or person to put in a sham submittal to refrain from competing for the proposed contract, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication with any person to fix the proposed prices or any element of the submittal, or to secure any advantage against PBCHA or any person; (c) that the Responder agrees to be bound by all conditions of this submittal and (d) that this official is authorized to sign this affidavit for the firm.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT G-3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this response to the PBCHA solicitation, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment
3. The prospective lower tier participant shall provide immediate written notice to the person to which this certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneously by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposals, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549. The responder may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency.
6. The prospective lower tier participant further agrees by submitting this certification that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs."
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G-3
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED
TRANSACTIONS.

(1) The prospective lower tier participant certifies, by submission of this certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower-tier participant must provide the information requested in section (3) below, and shall attach an explanation to its submittal.

(3) The names listed below, represent all owners and principals (including project managers) of the prospective lower-tier participant and their titles or nature of interest in the firm.

Name	Title or Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name and Address of Prospective Responder

Type Name and Title of Authorized Representative or Official of Prospective Responder

Signature of Authorized Representative or Official of Prospective Responder

Date

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

PART I. CONFLICT OF INTEREST

1. In accordance with the regulations of the United States Department of Housing and Urban Development (HUD), neither the Palm Beach County Housing Authority (PBCHA) nor any of its contractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - a. Any present or former member or officer of the governing body of PBCHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, PBCHA or a business entity.
 - b. Any employee of PBCHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
 - c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PBCHA.
2. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).
3. As provided in Chapter 421 of the laws of the State of Florida, a commissioner or employee of PBCHA may not acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor shall he/she have any interest direct or indirect in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.
4. No member of or delegate to the Congress of the United States of America or any representative of PBCHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to PBCHA and HUD.
6. Any Bidder/Responder who submits a bids/proposal(s) in response to a PBCHA solicitation must disclose in its bids/proposals, the interest, direct or indirect, of any member of the classes of persons listed in Paragraph 1, 2, 3, and 4 above in such Bidder/Responder's, and shall also make the disclosures required in Parts II and III below.
7. The Bidder/Responder's shall also disclose any relationship the Bidder/Responder and/or its principals may have with: (a) any named or proposed subcontractor; and (b) any member of a joint-venture team competing for the proposed contract.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is PBCHA's policy to avoid situations which place a Responder in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the Responder may have which relates to the work to be performed pursuant to the proposed contract or where the Responder receives an unfair competitive advantage in submitting a bids/proposals for the proposed contract, such as, for example, a Responder who submits a bids/proposal after acting as a consultant to PBCHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the Responder objectivity in performing the proposed contract work or results in and unfair competitive advantage to the Responder are considered organizational conflicts of interest. .
2. Where a Responder is aware of, or has reason to be aware of an organizational conflict or interest, whether and actual or apparent conflict, the Responder shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Responder has possible organizational conflict of interest with respect to:
 - A. being able to render impartial, technical sound, and objective assistance or advice, or
 - B. being given and unfair competitive advantage
3. The Responder may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, Responder shall complete the certification in Part III below, titled Conflict of Interest Certification of Responder.
5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the Responder will be permitted to correct the omission within a time frame established by the Contracting Officer.
6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Responder.
7. If the Contracting Officer determines that a potential conflict exists, the selected Responder shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Responder.
8. In the event the Responder is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, PBCHA may terminate the contract for default.

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

1. The Bidder/Responder certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Responder.

2. The Bidder/Responder certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Bidder/Responder's organizational, financial, contractual or other interests may:

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

3. The Bidder/Responder agrees that if the contract is awarded to the Bidder/Responder, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Bidder/Responder has taken or intends to take to eliminate or resolve the conflict. PBCHA may, however, terminate the contract for the convenience of HUD and/or PBCHA.

4. The Bidder/Responder agrees that if the contract is awarded to the Bidder/Responder, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Bidder/Responder held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, the undersigned Bidder/Responder hereby certifies and affirms under penalties of perjury, that to the best of this Bidder/Responder's knowledge and belief, no actual or apparent conflict of interest exists with regard to this Bidder/Responder's possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this bids/proposals form for the firm.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Bidder/Responder

Signature of Authorized Representative or Official of Bidder/Responder

Date

ATTACHMENT G-5
CERTIFICATION AND DISCLOSURE
REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1. The definitions and prohibitions contained in Section 1352 of Title 31, United States Code, and the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulation (41 CFR Chapter 60) are hereby incorporated by reference in Paragraph 2 of this certificate.
2. The Responder, by signing its proposal, hereby certifies to the best of the Responder's knowledge and belief that:
 - a. No Federal appropriated or other funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on the Responder's behalf in connection with the awarding of a contract resulting from this solicitation;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on the Responder's behalf in connection with this solicitation, the Responder shall complete and submit, with its proposal, OMB Standard Form LLL, "Disclosure of Lobbying Activities;" and
 - c. The Responder will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Name and Address of Responder

Type Name and Title of Authorized Official or
Representative of Responder

Signature of Authorized Representative or
Official Responder

Date

ATTACHMENT G-6
CERTIFICATION OF NON-SEGREGATED FACILITIES

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
2. By submission of this proposal, the Responder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Responder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract and grounds for terminating the contract.
3. The Responder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - a. Obtain identical certifications from the proposed subcontractors;
 - b. Retain the certifications in its files; and
 - c. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

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

NOTE: The penalty for making false statements in proposals or proposals is prescribed in 18 U.S.C.101.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official Responder

Date

ATTACHMENT G-7
CLEAN AIR AND WATER CERTIFICATION

1. The Responder certifies that:

- a. Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities or on any other list of violating facilities by any other governing body having jurisdiction over such facility:
- b. The Responder will immediately notify the PBCHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, or any other governing body having jurisdiction over such facility, indicating that any facility that the Responder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities or such other lists; and,
- c. The Responder will include a certification substantially the same as this certification, including this Paragraph c, in every nonexempt subcontract.

2. Responder's Signature:

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

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official Responder

Date

ATTACHMENT G-8
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. The Responder certifies that:
 - a. The prices in this proposal have been determined independently by the Responder without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Responder or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered;
 - b. The prices in this proposal have not been and will not be knowingly disclosed by the Responder, directly or indirectly, to any other Responder or competitor before contract award, unless otherwise required by law; and
 - c. No attempt has been made or will be made by the Responder to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

2. Each signature on the proposal is considered to be a certification by the signatory that the signatory:
 - a. Is the person in the Responder's organization responsible for determining the prices being offered in this proposal, and that the signatory and the Responder have not participated and will not participate in any action contrary to subparagraphs 1.a through 1.c above; or
 - b. Has been authorized, in writing, to act as agent for the principals listed below in certifying, and does hereby certify that the signatory and those principals listed below have not participated, and will not participate in any action contrary to subparagraphs 1. a through 1.c above.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT G-9
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT G-10
AUTHORIZATION OF RESPONDER FOR VERIFICATION OF REFERENCES

The undersigned Responder hereby authorizes and requests any and all persons, firms, corporation, and government entities to furnish any information requested by the Palm Beach County Housing Authority (PBCHA) for verification of the references provided and for determining the quality and timeliness of the services describe in this document, after execution by the Responder, presented by PBCHA to any such person, firm, corporation, government entity shall be as valid as the original.

Printed Name and Address of Responder

Printed Name and Title of Authorized Representative
or Official of Responder

Signature of Authorized Representative
or Official of Responder

Date