



Procurement and Contract Administration  
3432 W 45<sup>th</sup> Street  
West Palm Beach, FL 33407  
[www.pbchaf1.org](http://www.pbchaf1.org)  
Carol Jones-Gilbert, Chief Executive Officer

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**Request For Proposal PBCHA-RFP-2021-07**  
**AFFORDABLE HOUSING LIHTC**  
**COMPLIANCE CONSULTANT**  
**Issue Date: March 21, 2021**  
**Pre-Proposal Conference: April 7, 2021 @ 10:00 AM**  
**Closing Date and Time: April 29, 2021 @ 2:00 PM**

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This communication serves to apprise you and your Contractor of the above-mentioned Request for Proposal (RFP) for AFFORDABLE HOUSING LIHTC Compliance Consultant. We invite you to respond to this RFP. Please review carefully all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

**All Inquiries For Information Should Be Directed To:**  
LaQuavial Pace, Contracts and Procurement Manager  
3432 W. 45<sup>th</sup> Street  
West Palm Beach, Florida 33407  
(561) 684-2160 x 107 (voice mail)  
Email: [lp@pbchaf1.org](mailto:lp@pbchaf1.org)

**PALM BEACH COUNTY HOUSING AUTHORITY  
3432 W 45<sup>TH</sup> STREET  
WEST PALM BEACH, FLORIDA 33407  
PBCHA-RFP-2021-07**

**Issue Date:** March 21, 2021  
**Title:** AFFORDABLE HOUSING LIHTC Compliance Consultant

**Issuing Agency:** Palm Beach County Housing Authority  
3432 W 45<sup>th</sup> Street  
West Palm Beach, Florida 33407

**Period of Contract:** From Date of Award for two years initially with three (3) one year (1) optional renewals.  
Questions will be accepted five (5) days to closing date. Email submissions will not be accepted.

Responses Will Be Received Until **April 29, 2021 – 2:00 PM** For Furnishing The Goods/Services Described Herein.

**All Inquiries for Information Should Be Directed To:** LaQuavial Pace, Contracts and Procurement Manager at [lpace@pbchaf.org](mailto:lpace@pbchaf.org), Telephone Number: (561) 684-2160 x107.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Palm Beach County Housing Authority, Procurement Department, 3432 W. 45th Street, West Palm Beach, Florida 33407. Respondents are responsible to insure that proposal are received on time. Late proposals will not be accepted.

**In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services At The Prices Indicated on the Bid Form. The Undersigned Further Certifies That He/She is Authorized to Sign This Document On Behalf Of the Submitting Contractor.**

Licensed Class \_\_\_\_\_ Florida Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

Name and Address of Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature In Ink)

Name: \_\_\_\_\_  
(Please Print)

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

FEI/FIN NO. \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

D&B Number: \_\_\_\_\_

**NOTE: Changes to this RFP may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation. The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFP from the Procurement Office. Any vendor who did not directly receive a copy of the RFP from PBCHA is encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation ([www.PBCHAFL.org](http://www.PBCHAFL.org)) and to contact the Procurement Officer to have their name added to the mailing list.**

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## **I. PURPOSE:**

The Palm Beach County Housing Authority (PBCHA) acting for itself, instrumentalities and/or affiliates is requesting proposals from qualified professionals for an indefinite delivery, indefinite quantity (“IDIQ”) for AFFORDABLE HOUSING LIHTC Compliance Consultant services.

## **II. BACKGROUND:**

The Palm Beach County Housing Authority (PBCHA) was created under Chapter 421 of the Florida Statute, and first opened its doors on June 10th, 1969, to provide affordable housing stock to low-income families through rental assistance programs: Housing Choice Voucher and Public Housing. The Agency was formed as a Special District of the State of Florida and plays an integral role in affordable supportive housing initiatives countywide. The PBCHA asset portfolio consists of 428 public housing units, 148 non-subsidized units, and voucher programs which includes 2939 Housing Choice Vouchers- inclusive of 420 Project Based Vouchers (PBV), 265 Mainstream Vouchers, 20 Foster Youth to Independence (FYI) Vouchers, and 15 Veterans Affairs Supportive Housing (VASH) Vouchers. The PBCHA also administers 238 Housing Opportunities for Persons with Aids (HOPWA) Vouchers. PBCHA is led by a five –member Board of Commissioners and employs a staff of 44 people who are committed to bettering the lives of others.

## **III. SCOPE OF WORK:**

Respondents must be able to demonstrate in their proposal, direct experience providing expert compliance and technical assistance services with respect to affordable housing programs, such as LIHTC and HOME. Consulting services will include the provision of guidance, recommendations, comprehensive communication, support and education tools. Services shall include the design of a Compliance Manual for use by PBCHA staff. Specific functions and/or deliverables include the following:

1. Assistance and verification of initial Household Eligibility Determination for existing tenants related to the LIHTC program to ensure acquisition and credit compliance. Additionally, advise PBCHA regarding other affordable housing program(s) funding and subsidy compliance requirements. Provide guidance on conflicting requirements and how to navigate identified conflicts.
2. Assist PBCHA staff in reviewing and understanding all funding source documentation and partnership agreement(s). Provide guidance on items such as minimum set-aside and income/rent limits.
3. General compliance consulting and technical assistance, as needed, at the request of PBCHA staff.
4. Provide guidance on updated rules and regulations for LIHTC, RAD, PBV, HOME, SAIL, CDBG and other programs as applicable.
5. Review existing PBCHA property management forms to ensure compliance and efficiency, assist with modifications and new forms for PBCHA use, where necessary.
6. Programmatic training and technical assistance for LIHTC, HOME and RAD PBV and/or other programs, as requested by PBCHA.
7. LIHTC reporting/consulting to include compiling and reviewing reports, and advising in accordance with program requirements, as requested by PBCHA.

8. New move-in file review and on-going monitoring of existing tenant compliance as requested by PBCHA.
9. Re-certification, interim file review, or ongoing monitoring as requested by PBCHA.
10. File audit preparation and response consulting as requested by PBCHA.
11. Physical inspection preparation and response to LIHTC program required inspections.
13. Be available to conduct onsite internal audits and ongoing remote consulting/compliance review. PBCHA utilizes Yardi Voyager cloud-based property management software. Familiarity with this system is preferred.

#### **IV. GENERAL STATEMENT:**

The Contractor shall provide all labor, materials, insurance, transportation, etc. to provide Development Consultant Services as described and in accordance with the Statement of Needs.

CONTRACTOR PAYMENT: All payment to contractor shall be made in accordance with PBCHA standard payment terms net 30.

#### **V. GENERAL REQUIREMENTS:**

1. Contractor's Personnel:

- a) The Contractor will screen and employ only qualified personnel who shall be skilled in the performance of their duties and acceptable to PBCHA. The Contractor agrees to immediately remove any employee PBCHA determines to be unacceptable.
- b) The Contractor agrees to follow all reasonable security precautions and procedures requested by PBCHA.
- c) The Contractor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
  - (1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the buildings or on the properties.
  - (2) No loud or boisterous conduct will be permitted.
  - (3) PBCHA reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

2. Smoke-Free Workplace

PBCHA "smoke-free" policy bans the use of all prohibited tobacco products at any location upon any PBCHA property, whether indoors or outdoors, if such location is within 25 feet of any building, door, or window on such property, including public housing units, administrative office buildings, community centers, and common

areas. Contractors, vendors, and all employees and agents thereof, may **not** use prohibited tobacco products in violation of PBCHA's "smoke-free" policy.

For the purpose of this agreement, "prohibited tobacco product" means:

- a) Any item or device that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, pipes, and water pipes ("hookahs"); and
- b) Any electronic device that provides a vapor of liquid nicotine, with or without other substances, which device simulates the use of lit tobacco products, including any such device whether manufactured or referred to as "e-cigarettes," "e-cigars," "e-pipes," or any other product or trade name.

### 3. Applicable Regulations and Guidelines:

- a) The Contractor shall be knowledgeable of applicable federal, state and local regulations, codes and guidelines.
- b) The Contractor shall be solely responsible for obtaining and complying with the applicable regulations and specifications with regard to their performance of the work and employee and public safety.

### 4. Contractor Payment:

All payment to contractor shall be made in accordance with PBCHA standard payment terms net 30. Contractor must quote a firm, fixed price for all services in this RFP, which includes any travel associated with coming to the PBCHA. After initial evaluation, the Agency will negotiate with firms to establish best and final offer.

## **VI. TYPE OF CONTRACT:**

The Palm Beach County Housing Authority contemplates the award of one (1) contract resulting from this solicitation. The term of this contract shall be two (2) years from date of award, with an option for an additional three (3) one-year renewal periods. PBCHA reserves the right not to exercise the option year(s).

## **VII. EVALUATION AND AWARD CRITERIA:**

Proposals shall be evaluated by PBCHA using the following criteria:

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

An evaluation committee shall evaluate and score each proposal using method described in this request for proposal. The evaluation committee shall make a recommendation to the Executive Director. The Executive Director will make the final selection of the firm to be

awarded the contract. A contract will be awarded to the Proposer whose proposal best meets the needs and requirements of PBCHA.

Failure to meet the threshold requirements may result in rejection of the proposal. PBCHA reserves the right to reject any and all proposals, to award one or more contracts or no contract. An interview with finalists may or may not be required at the discretion of PBCHA. In the event an interview is required, the interview will be evaluated using up to a possible ten (10) bonus points. Points awarded will be added to Proposers final score.

All proposers, or only Proposers who fall within the competitive range, may or may not be interviewed. PBCHA shall review proposals on the basis of qualifications, and technical merit using the weighted criteria described above. Following is a summary of weighted selection criteria:

Proposal shall be concise but comprehensive enough to convey the required experience and capabilities; and arranged in accordance with this request for proposal, tabbed in accordance with each of the below listed evaluation criteria and required components.

Max Point Value	Factor Description
30 points	<b>Qualifications:</b> The proposer should submit firm and individual qualifications in order to demonstrate their ability to provide all services to the PBCHA necessary to administer a Section 8 Housing Choice Voucher Program. Specific discussion of education, certifications from any industry nationally recognized institute, and experience should be included in order for the PBCHA to evaluate the overall abilities of the assigned personnel.
25 points	<b>Approach:</b> For each of the requested service areas, the respondent shall provide a brief overview of the approach and a detailed Work Plan that elaborates how the administrative functions are to be performed. This Initial Work Plan will provide the case plan that will be refined during the Preparatory Period (first 30 days of the engagement).
20 points	<b>Cost:</b> Ongoing costs must be affordable to PBCHA within the administrative fee structure of the Housing Choice Voucher Program. The cost proposal shall be submitted as a separate section differentiated from the Technical Proposal.
15 points	<b>References:</b> The proposer is encouraged to submit relevant and concise information regarding its past experience in providing services similar to those requested. A minimum of three (30 recent (last three years) references must be provided stating contact name, number scope of work performed and associated SEMAP scores. If the proposer is a Team and uses references from a subcontractor to indicate qualifications in a area that the prime contractor is not the lead expert, the proposal should disclose which Team Member's reference us being used.
10 points	<b>DBE/MBE/WBE and Section 3 Preference</b>
Max Value 100 Points	<b>Total Points</b>

**A. NEGOTIATION AND AWARD:**

Unless there is no need for negotiations with any of the Proposers, negotiations shall be conducted with Proposers who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to PBCHA.

Such Proposers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Proposers of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements.

No Proposer shall be provided information about any other Proposer proposal, and no Proposer shall be assisted in bringing its proposal up to the level of any other proposal. Proposers shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best and final offers may be requested. PBCHA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

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

**VIII. PRE-PROPOSAL CONFERENCE:**

A preproposal conference will be held on [Wednesday, April 7, 2021 at 10:00 am](#). By virtual connection. All respondents that want to attend please email contract officer for meeting invite. Please contact by email: [lp@pbchaf.org](mailto:lp@pbchaf.org).

**IX SUBMITTAL OF PROPOSAL:**

**A. Proposals Preparation and submission Instructions: (Proposals should include the following):**

Proposals shall be received by [2:00 p.m. \(prevailing West Palm Beach, FL time\) on Thursday, April 29, 2021 at 3432 W 45<sup>th</sup> Street, West Palm Beach, FL 33407](#). Proposals received after this date and time will be rejected. Copies of this Request for Proposal are available electronically by visiting PBCHA's website [www.pbchaf.org](http://www.pbchaf.org) under doing business with Palm Beach County Housing Authority or by contacting the Contracting Office at 561-684-2160, ext. 107.



Respondents are required to submit One (1) original and five (5) copies. Respondents must also include an electronic copy with the response to the RFP. The electronic copy can be on a CD or removable mobile device. Facsimile or electronically submitted proposals will not be accepted. Submittals of RFP are to be sent to the address listed below:

Palm Beach County Housing Authority  
ATTN.: LaQuavial Pace, Contract Officer  
West Palm Beach, FL 33407

All proposals shall contain the following identification clearly marked on the outside of the sealed envelope:

Request for Proposal  
FOR  
AFFORDABLE HOUSING LIHTC Compliance Consultant  
Solicitation NO. PBCHA-RFP-2021-07

**B. PROPOSALS SHALL INCLUDE THE FOLLOWING REQUIRED COMPONENTS:**

1. A cover page and Letter of Interest that includes the following information:
  - a. Respondent entity's name and mailing address.
  - b. Respondent's current legal status: corporation, partnership, etc.
  - c. Respondent's Federal ID number or Social Security number.
  - d. Contact person's name, title, phone number, fax and e-mail address.
  - e. Signature of authorized corporate officer for the entity proposing.
2. Description and evidence of the nature of each Respondent's commitment to the project, and a summary of the team members past experience in working together. A description of the Respondent's experience in similar projects and roles must be included, including location, type of facility, beginning and ending dates of involvement, and information about any continued financial or operating interest in each.
3. Evidence of the firm's efforts to encourage and utilize minorities, women and minority business enterprise firms, and Section 3 businesses in its operations.
4. Not less than five recent references from clients that the Respondent has performed services of a similar nature. Include project name, contact person name, address and telephone number along with a description of the project of work performed.
5. The following completed forms:
  - a. HUD-5639-C Certifications & Representations of Offerors, Non-Construction
  - b. Non-Collusive Affidavit
  - c. Section 3/MBE Compliance Certification Form
  - d. Section 3 Certification of Efforts to Comply
  - e. Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes
6. Documentation in sufficient detail to substantiate each of the listed evaluation criteria.

**X. GENERAL TERMS AND CONDITIONS:**

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the state of Florida and any litigation with respect thereto shall be brought in the courts of the Clerk & Comptroller, Palm Beach County. This contract is made, entered into, and shall be performed in the jurisdiction of the Palm Beach County, Florida. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.
- B. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Offerors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- D. **DEBARMENT STATUS:** By submitting their bids, Offerors certify that they are not currently debarred by PBCHA, the state of Florida or the Federal Government from submitting offers or bids on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfer to all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the state of Florida, relating to the particular goods or services purchased or acquired by under said contract.
- F. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- G. **PAYMENT:**
1. To Prime Contractor:  
  
Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number;

social security number (for individual contractors) of the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Florida Fair Debt Collection Practices Act.

**Unreasonable Charges.** Under certain Invitation for Bid and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, PBCHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve PBCHA of its prompt payment obligations with respect to those charges which are not in dispute.

## 2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor (s) within seven (7) days of the contractor's receipt of payment from for the proportionate share of the payment received for work performed by the sub-contractor under the contract; or
- (2) To notify PBCHA and the sub-contractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the sub-contractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PBCHA.

**H. PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Florida Public Bid Law and the HUD handbook 7460.8 Rev 2 shall apply.

**I. QUALIFICATIONS OF OFFERORS** PBCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to PBCHA all such information and data for this purpose as may be requested.

PBCHA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. PBCHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**J. TESTING AND INSPECTION:** PBCHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**K. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of PBCHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of PBCHA, which may be withheld by PBCHA in its sole discretion. The contractor shall be as fully responsible to for acts and omissions of the contractor's subcontractor's and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.

**L. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. PBCHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation.

The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give PBCHA a credit for any savings. Said compensation shall be determined by one of the following methods:

3. By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units or work performed, subject to 's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PBCHA with all vouchers and records of expenses incurred and savings realized. shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim, for an adjustment in price under this provision must be asserted by written notice to PBCHA within thirty (30) days from the date of receipt of the written order from. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

M. **INSURANCE**: By signing and submitting a bid under this solicitation, the Proposer certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the state of Florida. The contractor's insurance company will supply a Certificate of Insurance to listing the below required limits and the Certificate of Insurance shall name PBCHA as an additional insured.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer.

Contractors who fail to notify PBCHA of increases in the number of employees that change their workers' compensation requirements under the state of Florida during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Automobile Liability (minimum) – \$1,000,000 combined single limit.
4. Commercial General Liability (minimum) - \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **PBCHA must be named as an additional insured and so endorsed on the policy.**
5. The Contractor shall indemnify, hold harmless and defend PBCHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
  - a) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
  - b) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
  - c) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or
  - d) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

N. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, PBCHA will publicly post such notice on website ([www.pbchafl.org](http://www.pbchafl.org)) for a minimum of 10 days.

O. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, of/or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees place by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**P. SMOKE-FREE WORKPLACE:** PBCHA “smoke-free” policy bans the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy also extends to all outdoor areas up to 25 feet from the public housing and administrative office buildings. Contractors and all personnel are prohibited from the use of any prohibited tobacco products on PBCHA property.

**Q. NONDISCRIMINATION OF CONTRACTORS:** An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Proposer or contractor employs ex-offenders unless has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, service, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

**R. PERSONNEL:**

1. The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of PBCHA, nor shall they have any contractual relationship with PBCHA. All commitments made by the Contractor in the Bid with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.
2. All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Contractor certifies that it will comply with PBCHA's request for the reassignment of any employee of Contractor performing the Required Services hereunder when PBCHA determines, in its reasonable opinion that such employee is not suited to work on this Contract.

**S. NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every terms of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

T. **MINORITY BUSINESS PARTICIPATION**: The Contractor shall use its best efforts to comply with the commitment it has made in the Bid relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, "Disadvantaged Business Enterprises") in the performance of this Contract.

By executing this Contract, the Contractor accepts the right of PBCHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this Paragraph. The Contractor agrees to promptly submit reports to PBCHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. PBCHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. PBCHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this Paragraph on an annual basis.

XI **SPECIAL TERMS AND CONDITIONS**:

A. **Notices**:

1. Any notice, instruction, request, or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, the contractor.
2. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed, or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

Palm Beach County Housing Authority  
Procurement and Contract Administration  
3432 W 45<sup>th</sup> Street  
West Palm Beach, FL 33407  
ATTN: LaQuavial Pace, Contracts and Procurement Manager

or to such representative or address as may designate in writing to the Contractor.

B. **LIQUIDATED DAMAGES**: Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amounts herein above set are not intended to be, nor shall be deemed to be, in the nature of a penalty.



C. **ADVERTISING**: The Contractor shall not use any indication of its services to PBCHA for commercial or advertising purposes without prior approval from PBCHA.

D. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the state of Florida, whichever is sooner. PBCHA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

E. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that PBCHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

F. **BID ACCEPTANCE PERIOD**: Any Bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

G. **CONFLICT OF INTEREST**: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Florida Public Bid Law s.112.311 of Florida Statutes), The Florida Communications Fraud Act (Section 817.034).

H. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless PBCHA, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

I. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

## XII. **METHOD OF PAYMENT**:

The Contractor shall submit invoices to Accounts Payable upon completion of any other services by the 10<sup>th</sup> day of the month following the month in which the required Goods and Services were rendered. PBCHA may take a 2% discount from an invoice if payment can be made within ten (10) days from receipt of a valid invoice. Otherwise, PBCHA shall pay such invoices net thirty (30) days following receipt. All invoices shall clearly describe the work performed. PBCHA shall not be subject to payment of late fees or finance charges to

the Contractor for its failure to timely pay invoices submitted by the Contractor hereunder. Invoices shall be sent to the following address:

Palm Beach County Housing Authority  
Accounts Payable  
3432 W 45<sup>th</sup> Street  
West Palm Beach, Florida 33407

**XIII. ATTACHMENTS:**

- A. HUD-5369-B - Instruction to Offerors
- B. HUD-5370-C1 – General Conditions for Non-Construction Contracts
- C. Non-Collusive Affidavit
- D. HUD-2992 – Certification Regarding Debarment and Suspension
- E. HUD-92010 - Equal Employment Opportunity Certification
- F. G1 – Certification of Eligibility
- G. G4 – Conflict of Interest Statement
- H. G5 – Certificate and Disclosure Regarding Payment
- I. G7 – Clean Air and Water Certification
- J. G9 – Certification Regarding Lobbying
- K. OMB 0348-0046 Disclosure of Lobbying Activities
- L. Section 3 Clause and Minority Business Participation Commitment Form

## **ATTACHMENT A**

### **HUD 5369 – Instruction to Offerors**

# 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:]

**ATTACHMENT B**

**HUD-5370-C1 Form**

**General Conditions for Non-Construction Contracts**

**Pages 1-6**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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



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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

## ATTACHMENT C

### NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Palm Beach County Housing Authority or any person interested in the proposed contract; and
- (5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires \_\_\_\_\_

## **ATTACHMENT D**

### **HUD-2992 – Certification Regarding Debarment and Suspension**

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, 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 participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, 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. If 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	



## **ATTACHMENT E**

### **HUD-92010 - Equal Employment Opportunity Certification**

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

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

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Firm Name and Address	By
	Title

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

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

200.410 Definition of term "applicant".

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

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT F**  
**G1 – CERTIFICATION OF ELIGIBILITY**

**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**  
**G4 – CONFLICT OF INTEREST STATEMENT**

**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 and 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 H**  
**G5 – CERTIFICATE AND DISCLOSURE REGARDING PAYMENT**

**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 I**  
**G7 – CLEAN AIR AND WATER CERTIFICATION**

**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 J**

### **G9 – CERTIFICATION REGARDING LOBBYING**

**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 K**  
**OMB 0348-0046 DISCLOSURE OF LOBBING ACTIVITIES**





## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT L**  
**SECTION 3 AND MINORITY BUSINESS COMMITMENT**

**SECTION 3 CERTIFICATE OF COMPLIANCE**

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation at Palm Beach County Housing Authority.

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**PURPOSE, AUTHORITY AND RESPONSIBILITY**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing. \_\_\_\_\_ (Hereinafter called the Company),

**CERTIFIES** that upon being awarded a contract to \_\_\_\_\_ in the municipality of the City of West Palm Beach, Florida, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD’s regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company’s commitments under Section 3; and
- d) will include this Section 3 Certificate of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to who the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company’s obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Minority Business and Section 3 Participation  
Commitment Form

**Project Name:**

It is the policy of Palm Beach County Housing Authority (“PBCHA”) to encourage Minority and Section 3 participation in all contracts. To implement this policy, PBCHA shall encourage Minority and Section III participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to Minority and Section 3 Businesses and Section 3 Individuals**.

**Minority Participation:**

For the purpose of this commitment, the term “Minority Business” means a business at least 51 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

\_\_\_\_\_ **Percent \***

To be considered a “minority business”, the business must be so certified by the Palm Beach County Office of Equal Business Opportunity (OEBO), City of West Palm Beach or any other local, state, or federal agency that certifies businesses as a minority business.

**Section 3 Participation:**

For the purpose of this commitment, the term “Section 3” refers to Section 3 businesses and Section 3 individuals based on the definitions below:

**Definitions:**

*Low Income Person* as used above means a **resident of the West Palm Beach-Boca Raton Area** at or below 80% of medium income as shown in the Income Table below.

*Economic Opportunities* as used above means contracts with (a) businesses owned 51% or more by residents of West Palm Beach-Boca Raton metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Palm Beach County area at or below 80% of medium income. Such businesses are referred to as *Section 3 Business*.

**Income Table**

This table shows 80% of median income for West Palm Beach-Boca Raton Area for the designated number of persons in a family.

<u>1 person</u> \$46,850	<u>2 persons</u> \$53,550	<u>3 persons</u> \$60,250	<u>4 persons</u> \$66,900
<u>5 persons</u> \$72,300	<u>6 persons</u> \$77,650	<u>7 persons</u> \$83,000	<u>8 persons</u> \$88,350

To be considered a “Section 3 business or Section 3 individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section 3 participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section 3 opportunities.

\_\_\_\_\_ **Percent \***

\*PBCHA will consider Minority and Section 3 participation in awarding this Contract. PBCHA reserves the right to approve or disapprove any subcontractor list or individual.

**FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

The undersigned hereby certifies that he or she has read the terms of this commitment form and is authorized to bind the prospective bidder/offeror to the commitment herein set forth.

\_\_\_\_\_  
Firm’s Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer – signed

**SECTION III COMPLIANCE FORM**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Palm Beach County Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

\_\_\_\_\_  
Typed Signature and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

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

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

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

Type of Business:    \_\_\_ Corporation                                   \_\_\_ Partnership  
                          \_\_\_ Sole Proprietorship                       \_\_\_ Joint Venture

Attached is the following documentation as evidence of status:

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

\_\_\_ Copy of resident lease   \_\_\_ Copy of receipt of public assistance  
\_\_\_ Copy of evidence of participation                           \_\_\_ Other evidence  
   in a public assistance program

**For Business entity as applicable:**

\_\_\_ Copy of Articles of Incorporation                           \_\_\_ Certificate of Good Standing  
\_\_\_ Assumed Business Name Certificate                       \_\_\_ Partnership Agreement  
\_\_\_ List of owners/stockholders and                           \_\_\_ Corporation Annual Report  
   % ownership of each   \_\_\_ Latest Board minutes appointing  
   officers  
\_\_\_ Organization chart with names and titles               \_\_\_ Additional documentation  
   and brief function statement

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

\_\_\_ List of subcontracted Section 3 business (es) and subcontract amount

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

_____ List of all current full-time employees	_____ List of employee claiming Section 3 status
_____ PHA/IHA Residential lease less than 3 years from day of employment	_____ Other evidence of Section 3 status less than 3 years from date of employment



