



**PBCHA Request for Qualifications
PBCHA-RFQ-2023-05**

**Professional Architectural and Engineering Services
for Palm Beach County Housing Authority and
Affiliates**

Issue Date: Sunday, April 9, 2023

Pre-proposal conference: Tuesday, April 18, 2023 @ 11:00 AM EST

Preproposal will be held, see pre-proposal section.

Closing Date and Time: Tuesday, May 23, 2023 @ 2:00 PM EST

This communication serves to apprise you of the above-mentioned Request for Qualifications (RFQ) for Architectural and Engineering Services. We invite you to respond to this RFQ. Please carefully review 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:

Kerry L. James, Chief Administrative Officer

3333 Forest Hill Blvd

West Palm Beach, FL 33406

(561) 684-2160 x 108 (voice mail)

Email: procurement@pbchafi.org

PALM BEACH COUNTY HOUSING AUTHORITY
333 Forest Hill Blvd
WEST PALM BEACH, FLORIDA 33406
PBCHA-RFQ-2023-05

Issue Date: April 9, 2023

Title: Professional Architectural and Engineering Services for PBCHA and Affiliates

Issuing Agency: Palm Beach County Housing Authority

Period of Contract Contracts resulting from this solicitation will be issued upon completion of subsequent RFQ for specific work projects. Questions Will Be Received Until **5 days prior to closing date** For Furnishing the Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To: Kerry L. James, Chief Administrative Officer at procurement@pbchafll.org,

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, 3333 Forest Hill Blvd, West Palm Beach, Florida 33406. No electronic submission will be accepted.

In Compliance With This Request For Qualifications 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.

Name and Address of Contractor:

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

_____ Zip Code: _____

Title: _____

FEI/FIN NO. _____

Phone: (____) _____

E-mail: _____

Fax: (____) _____

D&B Number: _____

NOTE: Changes to this RFQ 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 with copies of this solicitation. The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Office. All vendors are encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation (www.PBCHAFL.org)

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Attachments:

- A. HUD-5369-C - Instruction to Offerors
- B. HUD-5370-C – General Conditions for 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

I. PURPOSE

The intent of this Request for Qualifications (RFQ) is to select one or more Professional Architectural and Engineering services companies to work with Palm Beach County Housing Authority (PBCHA). The PBCHA acting for itself, instrumentalities and/or affiliates is soliciting proposals from qualified, licensed, and insured entities. Proposals from respondents may contemplate providing these services to PBCHA as individuals, firms, or teams. The awarded contract(s) will have a base of two (2) years with three (3) years optional renewal years. Contracts for specific services will be the result of subsequent RFQ process for specific projects or tasks.

All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

Minority Business Enterprises, Woman Business Enterprises, Small Disadvantaged Business Enterprises, and Section 3 business concerns are encouraged to respond to this RFQ.

II. BACKGROUND

Palm Beach County Housing Authority (the “Authority” or PBCHA) is a public housing (PH) authority created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent and special district, the PBCHA has general statutory authority to operate within the County of Palm Beach (the “County”), Palm Beach County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority’s portfolio includes 428 units of low rent Public Housing (PH), Four (4) LIHTC communities totaling 448 units, 148 non-subsidized affordable units, and 6 NSP homes. The Authority is responsible for the administration of over 3500 total vouchers under its authority.

The Spectra Organization, Inc. (SPECTRA), an affiliate nonprofit 501(c)(3) corporation of the Authority was formed in 1973 to provide, develop and manage real estate opportunities on behalf of the Authority. The Authority reserves the right to substitute SPECTRA in its place as the partner under this RFQ for Professional Architectural and Engineering firm(s) to be formed in accordance with this RFQ.

III. INSTRUCTIONS TO PROPOSERS

The intent of this Request for Qualifications (RFQ) is to select one or more Professional Architectural and Engineering Services Firm(s) to work with Palm Beach County Housing Authority and its Affiliates project team and the selected Construction Manager(s) on various major and minor construction, remodel, renovation, and maintenance projects valued up to and over \$10,000,000. PBCHA may select the same or separate Professional companies and will enter into separate contracts with the providers. It is anticipated that the contract period will be a two-year contract with the option for up to three (3) additional one (1) year extensions, or project completion upon mutual agreement.

The selected firm(s) may provide architectural and/or engineering services in conjunction with the PBCHA master plans and existing facilities, including housing specification development,

schematic/design development, furniture placement planning, demolition specifications, construction, remodeling, renovation documents and specifications.

Examples of minor projects for the PBCHA:

Site work (i.e., irrigation systems and landscaping); utility system improvements; HVAC renovations and replacement, chilled and hot water system; domestic water supply improvements; building and site security systems; roof replacement; parking lot improvements; safety-to-life up-grades (fire, health, sanitation); ADA up-grades; renovations, relocations, and setup of portable structures; other miscellaneous remodeling/renovations and new construction of housing units.

Construction Administration Services shall also be provided to assist the project team in the successful, timely, and economical completion of these minor projects. These minor projects will be constructed under a construction management at risk agreement.

The proposals for the Palm Beach County Housing Authority and its affiliates will be evaluated per the same criteria and process.

The Palm Beach County Housing Authority and its affiliates will enter into separate contracts with professional services providers.

The PBCHA and its affiliates reserve the right to negotiate the expansion of the scope of work to include other related projects including rebuilding and repairing hurricane or other natural disaster damaged facilities and infrastructure. The PBCHA and its affiliates reserve the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional buildings and facilities may be included in the future under the same contract. The PBCHA and its affiliates reserve the right to negotiate and assign additional Professional Architectural and Engineering Services with any architect or engineer selected under the RFQ.

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. The entire response, including response on forms specified by PBCHA must be fully executed and organized according to the specific tab and sequence order dictated in this document. Please submit One (1) original (signed in blue ink) and three (3) hard copies, and one (1) electronic version (via flash drive or CD) of your proposal. The electronic copy should consist of a single Portable Document Format (PDF) file and indexed in the same tab sequence as the original container. The package containing the proposal submission must be addressed as follows:

Palm Beach County Housing Authority
Kerry L. James, Chief Administrative Officer, Purchasing
Proposal for Professional Architectural and Engineering Services
PBCHA-RFQ-2023-05
3333 Forest Hill Blvd
West Palm Beach, FL 33406

The offer must be received and physically located in the Purchasing/Business Office no later than May 23, 2023, at 2:00 p.m. (EST). Any proposals that arrive in the Purchasing/Business Office after this time will be disqualified. An internal Proposal Evaluation Committee (Committee) will review the categories in this document will be posted on:

<http://www.pbchafl.org/doing-business-with-pbcha> .

In order to ensure uniformity, offers must be submitted on the RFQ tender forms attached or exact photocopies. Offers not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFQ documents. All questions concerning the intent, meaning, or interpretations of the RFQ document shall be emailed to procurement@pbchafl.org using the following subject line: PBCHA-RFQ-2023-05 Professional Architectural and Engineering Services for PBCHA Questions at least five (5) calendar days prior to the due date. Failure to do so on the part of the proposing firm will constitute an acceptance of any subsequent agency decisions. PBCHA will provide answers to the questions in the form of written Addendum that will be posted on the PBCHA website at <http://www.pbchafl.org/doing-business-with-pbcha> . It is the responsibility of each proposer to regularly check the website for these Addenda. PBCHA will not be responsible for any oral instructions made by any employee of PBCHA in regard to this RFQ.

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IV. GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

A. RESPONSE DUE DATE

Responses must be submitted and received physically by **2:00 p.m. on May 23, 2023**, to be eligible for consideration. Respondents should make early submission of the materials to avoid any risk of loss of eligibility brought about by unanticipated delays or other delivery related problems. Electronic responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive and will be disqualified.

B. RECEIPT OF RESPONSES

One original, five (5) copies and one (1) electronic copy on mobile media (Word or PDF) of the response to this RFQ and (1) copy of the most recent company audited financial statements shall be submitted. The original together with the five (5) copies is submitted in a sealed package and marked "**Professional Architectural and Engineering Services PBCHA, RFQ-2023-05**". All material must be submitted in an 8 ½" x 11" format. All submissions must be received by May 23, 2023, at 2:00 pm at the following address:

Palm Beach County Housing Authority
3333 Forest Hill Blvd
West Palm Beach, FL. 33406
ATTN: Kerry L. James, Chief Administrative Officer

All inquiries/questions must be in writing (procurement@pbchaf1.org) and received according to the instructions above no later than **5 days prior to closing date**. Answers will be provided as a written Addendum to this RFQ and posted to PBCHA's website. Any additional Addendums shall also be posted to the website and therefore, it is the proposer's responsibility to check the website for any subsequent addendums.

The PBCHA reserves the right to reject any or all responses wherever it is in the best interest of the PBCHA. PBCHA is an Equal Opportunity Employer. Minority and Women-owned business are encouraged to submit a proposal. Firms must also ensure Section 3 requirements set forth in Attachment "L" of this RFQ are addressed.

C. Proposal Preparation Costs: Neither PBCHA nor its affiliates shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposers ability to meet the requirements of the RFQ.

D. Affirmation: By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is all respects fair and without collusion or fraud.

- E. Accuracy of Proposal Information: Any Proposer which submits in its proposal to PBCHA any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- F. Addendum/Amendment: Should any revisions, clarifications or supplemental instructions be required, PBCHA will issue written addenda/amendments and post them on the agency's website (www.pbchafl.org). **All proposing firms should regularly check the website prior to the submission date for proposals to ascertain whether any Addenda/amendments have been issued. Failure on the part of the proposer to view and understand the information provided will not be considered a valid basis for an appeal of any decisions made by the Agency relative to this RFQ.**
- G. Prices, Terms and Payment: Firm prices shall be proposed and include all conditions.
- Taxes: The Agency does not pay sales taxes on direct purchases of tangible personal property. This exemption does not apply by contractors who use the tangible personal property in the performance of contracts for the improvement of agency owned real property.
 - Mistakes: Proposers are expected to examine the specifications, proposal prices, and all instructions pertaining to services. Failure to do so will be at the proposer's risk.
 - Clarification/Correction of Proposal Entry: The Agency reserves the right to ask for and allow for the clarification of submitted responses and for the correction of obvious mistakes.
- H. Joint Ventures: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.
- I. Proposal Submission: The Agency will receive proposal at the address specified on the front page of the RFQ. The outside of the sealed envelope/Container must be identified as follows:
- Proposer's names
 - Return Address
 - RFQ Number and Title
 - Due Date and Time
- J. Due Date/Time: The proposing firm may submit the proposal in person or by mail/courier services. The Agency caution proposing firms to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Agency Procurement Manager.
- K. Late Submittals: The deadline time and date will be strictly observed. **Proposals received after the specified time and date will be disqualified and shall not be open. Proposers may retrieve unopened submissions from the Agency Office.**

The Agency will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing/Business office shall serve as the official authority to determine the lateness of any proposals. Receipt of the proposal in the due to failure by proposing firm to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. All required information/documents must be included in your timely proposal. Information/documents received separately after the due date/time will not be accepted or considered.

Delays: The Agency, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the Agency to do so. The Agency will notify Proposers of all changes in scheduled due dates by written addendum.

Proposal Withdrawal: Proposers may withdraw their proposals by notifying the Agency in writing at any time prior to time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the Agency and will not be returned.

- L. Additional Information: No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Proposal Evaluation Committee, unless specifically requested by the Agency.
- M. RFQ's Opened and Recorded: Proposals shall be received in the Purchasing Office at the address indicated on the cover page, under the heading "**Submit Proposals To:**", to the specified time and date. Proposal Tabulations ARE NOT provided by telephone.
- N. Public Records: Upon recommendation of award or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. It is the responsibility of the proposer to invoke any exemptions to disclosure provided by law in the response to the RFQ. To invoke such an exemption, the proposer must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary, and provide the legal basis for such protections. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure.
- O. Acceptance/Rejection: The Agency reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The Agency reserves the right to make the award to the Proposer who, in the opinion of the Agency, will be in the best interest of and/or the most advantageous to the Agency.

The Agency reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or who in the Agency's opinion is not able to perform properly under this award. The Agency reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

- P. **Award:** The Agency will make the award in the best interest of the Agency. The agency reserves the right to award to that proposer who will best serve the interests of PBCHA. The Agency reserves the right to reject any or all proposals, and to waive any technicalities in the proposal received.

The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the Agency, and executed by the parties.

- Q. **Posting of Award:** Recommendation for award will be posted for review by interested parties on the Agency website prior to submission through the appropriate approval process for final approval of award.

- R. **Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, the Agency may elect to negotiate and award the contract to the next ranked Proposer or to issue a new RFQ, whichever is determined to be in the best interest of the Agency.

The Agency reserves the right to make multiple awards if deemed in the best interest of the Agency.

- S. **Familiarity with Laws:** All Proposers are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this RFQ. Relevant laws may include but are not limited to: The Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 421, Florida Statute 402.301-402.319, OSHA regulations, and all Civil Rights Legislation.

- T. **EEO Statement:** The Agency is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination based on race, color, religion, disability, national origin, or gender.

- U. **Tort Immunity:** The Agency hereby reserves to themselves any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the Agency's liability is limited to the extent permitted by the Florida Constitution and Florida Statute.

- V. **Governing Law Venue:** The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in Palm Beach County of the State of Florida.

- W. **Governmental Restrictions:** In the event of any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in the proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Agency at once, indicating in the specific regulation which required an alteration. The Agency reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the Agency.

X. Legal Requirements: Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposed response here to and the Agency by and through their officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

Y. Disputes: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the Agency shall be final and binding on both parties.

Z. Protests: Failure to file a protest within the time HUD 5370, shall constitute a waiver of proceedings.

AA. Indemnification: the Proposer shall indemnify and hold harmless the Agency and their agents and employees from and against all claims, losses and expenses including attorney's fees, arising or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Agency or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

BB. Assignment: Any Purchase Order issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the Agency.

CC. Liability: The vendor shall hold and save the Agency, their officers, agents, and employees harmless from liability of any kind in the performance of the contract.

DD. Patents and Royalties: The Proposer, without exception, shall indemnify and save harmless the Agency and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the Agency. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices

shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

EE. **Advertising:** In submitting a proposal, the Proposer agrees not to use the results thereof as a part of any commercial advertising.

FF. **News Release:** The Proposer shall obtain the prior approval of the Agency for any news releases or other publicity pertaining to this RFQ or the service, study, or project to which it relates.

GG. **Franchises/Subcontractors:** All terms and conditions of this contract apply to the franchisee as well as the franchisor. The Agency must be notified of Franchisee agreements or subcontractors prior to acceptance of proposal. No portion of the work shall be subcontracted without prior written consent of the Agency. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Agency reserves the right to cancel the contract if in the best interest of the Agency. If the subcontractor is approved by the Agency, the Proposer shall remain fully liable and responsible for the work to be done by subcontractors and shall assure compliance with all requirements of the contract.

HH. **Trade Secret Information:** The Agency will comply with Florida Statute 815.045 in regard to trade secret information. The Proposer is required to clearly identify each item of the proposal that they deem to be trade secrets as defined in s.812.081 and as provided in s.815.04(3). This information will be expressly made confidential and exempt from the public records law. Proposer will be responsible for all costs incurred in defending the claim of trade secrets, including Attorney's fees and shall indemnify the Agency, its agents, officers, and employees for any and all civil or criminal fines imposed pursuant to Chapter 119, Florida Statutes. Proposer shall have no right to participate in the defense of such positions but may be invited to participate by the Agency at the PBCHA's discretion.

II. **Miscellaneous Contractual Provisions:** Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.

All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.

This agreement is not assignable unless all parties to this agreement approve of the assignment. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses incurred in connection therewith, (including but not

necessarily limited to fees for service of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to this agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power, and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement of any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.

JJ. Payment for Services: Proposer will submit original invoice monthly to Accounts Payable:

Palm Beach County Housing Authority
Attention: Accounts Payable
3333 Forest Hill Blvd
West Palm Beach, FL 33406
accounting@pbchafl.org
Terms: Net 30

Note Any and all verbiage here after which varies from these proposal guidelines shall have precedence.

Clarification: No laws, rules, regulations, or statutes, etc., will may or are intended to be superseded by any verbiage herein.

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V. SCOPE OF WORK

1. Professional Services General – One or more of the services noted below may be requested during the contract term.

- a. Prepare studies, surveys, specifications utilizing either Microsoft 365 or Adobe software.
- b. Provide owner with 100% AutoCAD drawings utilizing v. 2013 or newer.
- c. Utilize BIM (Building Information Modeling), Revit Architecture or other 3-D modeling software.
- d. Initiate meetings and provide numbered meeting notes and agenda.
- e. Prepare Studies, planning activity and cost estimates as directed by PBCHA's representatives.
- f. Provide services as required for recovery from natural and man-made disasters.
- g. Provide design renderings and color/finish material boards as required.
- h. Submittal and response to DOE requirements.
- i. All designs and code compliances to be in accordance with SREF, building codes, ADA, and regulations having jurisdiction.
- j. Coordinate construction documents release schedule with project schedule.
- k. Coordinate value engineering analysis and/or construction cost estimate.
- l. Perform document and quarterly affordance reviews.
- m. Verify South Florida standards of construction are incorporated into drawings.
- n. Perform document reviews and perform quality assurance evaluations.
- o. Clarify and re-issue all items not clearly identified on the construction documents.
- p. Submittal management and approval with agencies having jurisdiction.
- q. Sign and Seal all final construction documents.
- r. Observe construction for compliance with contract documents; notify PBCHA's project manager of discrepancies.
- s. Observe construction for compliance with applicable codes; notify PBCHA's construction manager's representative of any discrepancies.
- t. Administration of document closeout process.

2. Coordination, where applicable

- a. Utilization of Building Information Modeling (BIM) or other software for systems integration, clash avoidance, building information modeling and presentations.
- b. Establish and implement procedures for information distribution, document reviews, presentations, and approvals at the start of the project.
- c. Provide and coordinate services of mechanical, electrical, plumbing, structural, and other sub-consultants as required.
- d. Review Construction Manager's construction cost estimate at each required submittal.
- e. Assist in analyzing the Guaranteed Maximum Price (GMP) and recommend acceptance and/or rejection to Project manager.
- f. Attend Construction meetings.

- g. Respond in a timely manner to Requests For Information (RFIs) and Construction Change Requests (CCR).
- h. Certify pay requests as provided in the construction contract.
- i. Review and approve shop drawings for conformance to contract documents.
- j. Prepare punch-lists and actively participate in punch-list reviews and meetings.
- k. Issue Substantial and Final Certificate of Completion.
- l. Inspections pertaining to the one-year guarantee provided by the Construction Manager.

3. Close-out Phase, where applicable

- a. Delivery of “as-built” drawings on CD utilizing AutoCad v. 2013 or newer and one hard copy.
- b. Support Construction Manager in the preparation and assembly of close-out documents (to be provided in CD and hard copy), training materials, and equipment and operational manuals.
- c. Participate with Construction Manager in providing training for Agency personnel.
- d. Provide specification in Microsoft 365 or newer.

VI. TENTATIVE PROCUREMENT SCHEDULE

Date	Item, Location and Time
04/09/2023	RFQ Advertised and Released (distributed)
04/18/2023	Preproposal Conference @ 3333 Forest Hill Blvd, West Palm Beach, FL 33406 @ 10 AM (est)
05/18/2023	Deadline for Questions: Submit Questions by 12 noon to procurement@pbchafl.org
05/23/2023	Written Proposals Due. Deliver to Purchasing Office @ 3333 Forest Hill Blvd, West Palm Beach, FL 33406 by 2:00 PM (est)
05/30/2023	Evaluation Committee meets to evaluate written proposals and short-list. Number of days depends on number of candidates.
TBD	Oral Presentations. Short list candidates will be contacted as to date and time if necessary.
TBD	Intent to Award to be posted on Website.
TBD	Negotiations
TBD	Approval recommendation to ED/Board of Commissioners.

The above schedule is subject to change. All changes will be posted on the Agency website at: <http://www.pbchafl.org/doing-business-with-pbcha/current-bids-and-solicitations>

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VII. EVALUATION OF PROPOSALS

Evaluation Method

PBCHA will appoint a Proposal Evaluation Committee (Committee) which may consist of members of staff from various departments to evaluate proposals and to recommend the award of a contract with the Proposer which meets the best interests of the Agency. The Agency reserves the right to make multiple awards. **Proposers, either directly or through a third party are prohibited from contacting any Committee members, other Agency employees, or members of PBCHA's Board of Directors regarding this Request for Qualifications at any time prior to the award of a contract pursuant to this selection process, other than as specifically provided in this RFQ. Violation of this prohibition shall result in disqualification.** Proposers who currently are engaged in other business with the Agency are advised to limit contact under that arrangement to the Agency contact previously assigned and must refrain from discussing this proposal selection process.

The agency shall be the sole judge of the proposals, its own best interests, and approval of the resulting contract. The Committee will make a recommendation of their selection to the ED/Board of Commissioners at their regular scheduled meeting. The ED or the Board will make the final decision. That decision will be final.

Non-Responsive Proposals

Non-Responsive proposals will be rejected by the Purchasing Department and will not be distributed to the Committee for consideration. Additionally, the Committee may determine that the required submittals/documentation is so inadequate as to be determined non-responsive. Non-responsive proposals may include, but are not limited to the following:

- Failure to follow the required format.
- Failure to provide required submittals/documentation.
- Submission of a late proposal.
- **Proposer does not meet minimum qualifications/requirements.**

Results will be posted on the Agency's website at: <http://www.pbchafll.org/doing-business-with-pbcha/current-bids-and-solicitations> . The Committee reserves the right to ask for and allow proposers to provide clarification, prior to final scores being determined.

Short Listing

The Proposal Evaluation Committee shall utilize an evaluation form to rate/evaluate each of the proposals.

Based on the evaluations, no more than five (5) firms with the highest points from the initial screening will be shortlisted and invited to make oral presentations. The actual number of firms to be invited to make a presentation is solely up to the discretion of the committee.

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Notification of short listing

The short-listed proposers will be notified as follows:

An e-mail will be sent to those firms who have been short-listed, notifying them of the place and time for their oral presentation. Only those firms short-listed will be contacted directly by the Agency Purchasing Department.

If there are any specific questions/clarifications that the Proposal Evaluation Committee would like for all of the short-listed Proposers to address, they will be included in this notification.

Oral Presentations

Firms responding to this RFQ must be available for oral presentations. The committee will rank order the short-listed firms based on points awarded from the oral presentations. Evaluations of written and oral presentations are independent of one another, and points awarded from the initial screening will not be added to the points awarded from the oral presentations to determine the final ranking.

The oral interview shall be limited to fifty-five minutes. Thirty-five (35) minutes shall be allotted to the presentation with a 20-minute open-floor period to answer any questions from both parties.

It is required that your contract manager, associated specialists, and other individual consultants anticipated to work on this project (or other key employees who will be assigned to this project) be present.

Handouts and/or “leave behinds” are permitted.

The Agency will not provide computer or A/V equipment. Proposers should bring their own equipment to use for the PowerPoint (or other) presentations. The Agency will provide a projection screen and extension cord.

Identical or Tie Scores

In the event two or more Proposers are deemed equal in their rank score awarded by the Committee during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

1. Vendor’s experience with similar projects at other Florida Housing Authorities
2. Vendor’s work experience with other public entities in Palm Beach County
3. Vendor’s place of business and experience is within the State of Florida.
4. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation.
5. Additional criteria identified in the RFQ which criteria are objective and verifiable through documentation.

Site Visit

Members of the Proposal Evaluation Committee may choose to visit a short-listed Proposer’s current project worksite. Proposers will be given at least twenty-four (24) hours advance notice of any site visits planned by PBCHA.

Evaluation of Written Proposals

Criteria for Evaluating Written Proposals	Weight
Professional Qualifications/Project Staffing Reference Tab #2	Up to 40 points
References and Experience Reference Tab #3	Up to 30 points
Methodology Reference Tab #4	Up to 30 points
Financial Capacity Reference Tab #5	Qualified/Not Qualified
Insurance Requirements Reference Tab #6	Up to 20 Points
Firm's Current Workload and Capacity Reference Tab #7	Up to 20 points
Information Systems Reference Tab #8	Up to 20 points
Disputes, Litigation & Defaults Reference Tab #9	Up to 10 points
Distance to Sites Reference Tab #10	Up to 10 points
Section 3 Plan/MBE/WBE/DBE Reference Tab #11	Up to 10 points
Total	190 points

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Evaluation of Oral Presentations

Criteria for Evaluating Oral Presentations	Weight
<p>Proposed Project Team Interviews</p> <p>The firm shall propose the Project Team including appropriate contract administrator and architect of record. The Architect shall identify their actual staff to be assigned to this project (future), describe their ability, and experience, and indicate the function of each within their organization and their proposed role on this project. The Architect's assigned staff shall be present at the time of the interview. The design team should discuss their current and contracted future workload, not excluding projects outside of housing authorities, and continuing contract work. If the Architect has in-house MEP's, Structural or Civil Engineers, those assigned to this RFQ shall be present. If outside MEP's, Structural or Civil Engineers consultants will be used, those shall be identified but do not have to be present for the Oral Presentation.</p>	Up to 30 points
<p>Design Approach and Methodology</p> <p>Proposers shall discuss projects accomplished for other housing authorities, or other agencies in the State of Florida, describe, and provide examples of methods and coordination with developed master planning for new and existing sites, design, evaluation of building systems, construction techniques, and the recommendation of materials to create an optimum value in meeting the design and budget requirements.</p>	Up to 30 points
<p>Quality Control and Assurance</p> <p>Proposers shall discuss minor projects accomplished for other housing authorities or within the State of Florida, describe and provide examples of methods and coordination between drawings, MEP, field work and owner standards. Include examples of accomplished projects in the State of Florida that carry LEED or Green Globes Certification at any level and briefly describe the coordination that was required to ensure LEED or Green Globes certification as it relates to project design, construction, and project owner.</p> <p>Each firm shall demonstrate its approach and ability to provide quality control and assurance in the production, evaluation, and checking of construction documents and specifications. Indicate individual Principal or Licensed Architect assigned to this project for direct supervision of production, quality control, signing, and sealing the final documents.</p>	Up to 30 points
<p>Cost Control and Value Engineering</p> <p>Proposers shall discuss minor projects accomplished in the State of Florida for housing authorities or other agencies, describe, and provide examples of methods & coordination used in the evaluation of building systems, construction techniques, and the recommendation of materials to create an optimum value in the design and meeting budget requirements. Provide actual minor project cost savings that were achieved with each project.</p>	Up to 30 points
<p>Knowledge of the Agency and Local Conditions</p> <p>The firm shall demonstrate its knowledge of PBCHA's building, design philosophy and development. Additionally, each firm shall demonstrate their knowledge Florida Building Commission and Palm Beach County as it relates to the design, documentation and permitting of these projects.</p>	Up to 20 points

Project Scheduling Concentrating on projects accomplished in the State of Florida, describe, and provide examples of any representative projects and the projected versus actual schedule for each. As part of the project approach, the firms shall propose a scheduling methodology including compliance controls for effectively managing and executing PBCHA's work in the optimum time.	Up to 10 points
Total	150 points

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Forms

For ease in preparation of your proposal, all required forms are included in this RFQ.

Proposal Format – Initial written proposal screening criteria (180 points)

For ease of evaluation the proposal must:

1. Be bound (3 ring binder or Proposer's choice of binding).
2. Be submitted on 8½" x 11" paper.
3. Have Headings and sections numbered as indicated below.
4. Have sections separated using divider tabs for easy reference.
5. Be typed, not handwritten.

Number of copies

Proposers shall submit **one (1) original signed (using blue ink) hard copy, three (3) additional hard copy, and one (1) electronic copy** of the proposal, complete with all supporting documentation in a sealed package as specified in the Introduction section of this RFQ. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Committee.

Proposal Format

The proposal should be divided by tabs into the sections identified below with references to parts of this RFQ complete on a section-by-section basis. The sections shall be numbered and named:

1. Minimum Requirements (all items must be completed to be considered for the written evaluation)
2. Professional Qualifications/Project Staffing (0-40 points)
3. References and Experience (0-30 points)
4. Methodology (0-30 points)
5. Financial Capability (Qualified/Not Qualified)
6. Insurance Requirements (0-20 points)
7. Firm's Current Workload and Capacity (0-20 points)
8. Information Systems (0-10 points)
9. Disputes, Litigation and Defaults (0-10 points)
10. Distance to Sites (0-10 points)

Proposer may provide additional relevant information in separate tab(s) at the end of the proposal.

Tab 1. Minimum Requirements (Proposers must meet the requirements in Tab 1 in order to be considered for evaluation)

Proposer must include the following information/submittals:

1. Proposal Submission Form (Page 2) .
2. Proposers shall include the following information /submittals:
3. A Letter of Intent (not to exceed two pages) to include:
 - a. Summation of Proposer's understanding of the Scope of Work.
 - b. Expression/understanding of the need to make a positive commitment to provide the required services during the contract term.

- c. Signature and title of an official authorized to make such commitments and enter into a contract with PBCHA and its affiliates.
4. Vendor Business Profile (Form2) and W-9 Form (available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
5. Drug Free Workplace Form (Form 3).
6. Minimum Qualifications Form (Form 4).
7. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation Business Declaration Form (Form 5).
8. Corporate Information: If Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of **authority to do business** in the State of Florida.
9. Subsidiaries: Name any subsidiary or affiliation companies in which principals have financial interest, only as it relates to the performance of this contract. Explain in detail the principals' interest in this company and the nature of business.
10. History of Firm: Indicate firm history (chronologically).
11. Proof of insurance and licenses. The Proposer shall possess all necessary insurance, licenses and permits to perform services as outlined in the contract documents (provide copies) including in-house MEP, Structural and Civil License.
12. Equal Employment Opportunity Statement (Form 6).
13. Conflict of Interest Statement (Form 7).
14. Statement on Public Entity Crimes (Form 8).

Tab 2. Professional Qualifications/Project Staffing (0-30 points)

Provide a list of all current architectural small works contracts or small works projects up to \$4,000,000 within Florida. Include at least three (3) examples but no more than five (5) like the project description described herein, to include the following information:

1. **Lead firm name and address.**
2. **Name, title, e-mail address, telephone/fax number of lead firm principal to contact.**
3. **Address of office to perform work.**
4. **Brief resume of key persons, specialists and individual consultants anticipated for this project:**
 - a. Name/Title.
 - b. Project assignment.
 - c. Name of firm with which associated.
 - d. Years' experience with current firm and years' experience with other firms.
 - e. Education (degree(s), specialization).
 - f. Active registrations (year first registered, discipline).
 - g. Other experience and qualifications that may be relevant to the project (i.e., LEED experience).
 - h. In house engineers, for example: MEP, Structural and Civil engineering.
Consideration will be given to, but not limited to, professional registrations, years of experience, and experience with State of Florida Housing Authorities or public entities and other experience or qualifications that may be relevant to the proposed project.

Tab 3. References and experience (0-30 points)

Provide a list of accomplished minor projects in the State of Florida for housing authorities or other public agencies that best illustrate the experience of the proposed project team and current staff being assigned to this project. List no more than 10 minor projects that were completed no more than 5 years ago which most closely document the firm's capability to satisfy PBCHA's requirements. Include overall project experience as follows:

- a. Name and location of project with one project photograph.
- b. Project owner's representative contact information (include individual name, phone number and e-mail address).
- c. Proposed project team's responsibility for these projects – include the name of the contracted architectural, engineering and construction firm.
- d. Date project completed to include size, cost and scope.
- e. Other references/experience that may be relevant to the project.
- f. Reference letter from each listed project owner representative.

Consideration will be given to, but not limited to, similar State of Florida Housing agencies and other public entities experience as well as those teams that can provide good design solutions, maintain user satisfaction, and maintain the project budget.

Tab 4. Methodology (0-30 points)

Describe capabilities of firm/team to provide technical/professional services required for the following:

- a. Building type experience – affordable housing facilities of similar size/complexity.
- b. Planning and design of affordable housing facilities.
- c. South Florida housing design and construction requirements.
- d. Design review.
- e. Value engineering.
- f. Budget estimating.
- g. Quality control (design and construction).
- h. Cost control.
- i. Change order negotiation.
- j. Claims management.
- k. Project close-out.
- l. Transition planning.
- m. Security systems.

Describe scheduling methods, types of records, reports, monitoring systems and information management systems used by firm. Describe ways in which firm maintains schedules, quality, cost, safety, etc.

Tab 5. Financial Capability (Qualified/Not Qualified)

The respondent's financial capability is to be expressed indicating that it has sufficient resources and the necessary working capital to assure financial stability through the completion of its projects.

Submit with the original proposal response in a separate sealed envelope and marked "Confidential" one copy of audited financial statements for the previous three (3) calendar/fiscal years. The Agency's CFO will review to determine eligibility in the RFQ process. Determination will be made on a "qualified/not qualified" basis at the sole opinion of the Agency. Points will not be awarded. Those Proposers who are determined to be not qualified will be eliminated from further consideration. These statements and reports should be for the Proposer's corporate entity, not a parent corporation. **(Financial Statements are exempt from becoming public records in accordance with FS 119.07(2)).**

Tab 6. Insurance Requirements (0-20 points)

During the performance of the services under this contract, the Proposer shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFQ. Proposer agrees to notify PBCHA's procurement and the Project manager or its designee in writing of any accident which occurs on property.

Minimum Limits

- 1. General Liability** Insurance per occurrence with limits of the following:
 - a. Each occurrence \$2,000,000.00 and
 - b. Damage to Rented Premises (Each Occurrence) \$2,000,000.00 and
 - c. Medical Expense (any one person) \$10,000 and
 - d. Personal & Advertising Injury \$2,000,000.00 and
 - e. General Aggregate - \$4,000,000.00 and
 - f. Products – COMP/OP AGG \$4,000,000.00 and
 - g. Errors and omissions up to \$2,000,000.00.
- 2. Automobile Liability** Insurance with any auto, hired auto, non-owned auto:
 - a. Combined Single Limit of \$2,000,000 (each accident).
- 3. Worker's Compensation and Employers' Liability** Insurance in accordance with statutory requirements and
 - a. Employer's Liability Each Accident limits of \$500,000.00 and
 - b. Employers' Liability Disease – Each Employee limits of \$500,000.00 and
 - c. Employers' Liability Disease – Policy Limit of \$500,000.00.

Conditions

- 1.** Policies must be written by an insurance company authorized to do business in Florida.
- 2.** Certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3.** Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

4. Proposer shall furnish PBCHA and its affiliates (upon award) **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice to PBCHA.
5. Proposer shall include PBCHA and its affiliates as **additional insureds** on General Liability and Automobile Liability insurance policy required by contract.
6. If an “ACORD” Certificate of Liability Insurance form is used by Proposer’s insurance agent, the words “*endeavor to*” and “*...but to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*” in the Cancellation paragraph of the form shall be deleted.
7. Proposer shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by PBCHA.
8. “Claims made” insurance policies are **not** acceptable.
9. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
10. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
11. PBCHA purchasing manager shall verify ratings at A.M. Best’s website: <https://www.ambest.com/>.

Tab 7. Current Workload and Capacity (0-20 points)

Describe current workload and capacity to undertake additional work considering the Proposer’s current workload. The submitted materials should indicate Proposer’s historical workload, the current workload, and the workload projected during the time period of this project. Past or future changes in staffing levels should be indicated. Allocation of duties among staff and consultants should be indicated.

Tab 8. Information Systems (0-20 points)

Describe the functions and capability of computer-based contract management and information systems used as they relate to providing PBCHA with project scheduling and record keeping related to this contract. Describe systems utilized to communicate project process with the Agency.

Tab 9. Disputes, Litigation and Defaults (0-10 points)

1. **Summary of Litigation:** Provide a **summary of any litigation, claim(s) or contract dispute(s)** which have been **finalized and/or decided by a Court of Law**, which were filed by or against the Proposer in the past five (5) years (complete and submit **Disputes Disclosure Form 9**). The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. Disclosure can be limited to:
 - a. Cases which are related to the services that Proposer provides in the regular course of business.
 - b. The regional/district office that will be supporting this contract.

2. **Pending Litigation:** Include any information regarding your firm being involved in any potential or pending litigation.
3. **Potential Disputes:** List any pending or forthcoming disputes that are known.
4. **Sanctions:** List any regulatory or license agency sanctions.
5. **Lost Accounts/Clients:** Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone numbers, length of service at each account, and reason for loss. This list can be limited to the regional district office which will be supporting the contract and may be limited to the past five (5) years.
6. **Canceled Accounts:** Provide a complete list of all accounts canceled/terminated **by Proposer** prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Proposer chose to cancel the contract. This list can be limited to the regional/ district office that will be supporting this contract and may be limited to the past five (5) years.

Tab 10. Distance to Sites (0-10 points)

Indicate the primary location of the firm's office which will have direct responsibility for this contract. If the distance from the project exceeds 60 miles, describe how the project would be effectively managed or what limitations, if any, in services the Agency might expect as a result of this distance.

Failure to comply with all the above instruction may disqualify the Proposer.

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ATTACHMENTS

ATTACHMENT A
HUD-5369-C
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-C
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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

U.S. Department of Housing
and Urban Development

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 or 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 or 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 EMPLOYEMEN 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

200.410Definition 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.

200.420Equal 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.

200.425Modification 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 an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Bidder/Responder has taken or intends to take to eliminate or resolve the conflict. PBCHA may, however, terminate the contract for the convenience of HUD and/or PBCHA.

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

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

Name and Address of Responder

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

Signature of Authorized Representative or
Official of Bidder/Responder

Date

ATTACHMENT 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 LOBBYING ACTIVITIES

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

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 CLAUSE AND MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

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.

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.

CERTIFIES that upon being awarded a contract to _____ (Hereinafter called the Company),
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>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$51,550	\$58,900	\$66,250	\$73,600
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$79,500	\$85,400	\$91,300	\$97,200

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 in a public assistance program
 ☐ Other evidence

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 % ownership of each	___ Corporation Annual Report
___ Organization chart with names and titles and brief function statement	___ Latest Board minutes appointing officers
	___ Additional documentation

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 employees 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

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ___Current financial statement
- ___Statement of ability to comply with public policy.
- ___List of owned equipment
- ___List of all contracts for the past two years

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(Attested by)

Date

Authorizing Signature
(Attested by)