



Procurement and Contract Administration
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**REQUEST FOR PROPOSALS
FOR
INTEGRATED PEST MANAGEMENT SERVICES
PBCHA-RFP-2023-12**

Issue Date: July 10, 2023

Pre-proposal Conference Date: July 19, 2023 @ 10:00 AM

Closing Date and Time: August 8, 2023 @ 2:00 PM

This communication serves to apprise you and your firm of the above-mentioned Request For Proposals (RFP) for Integrated Pest Management Services. We invite you and your firm to respond to this RFP. Please carefully review all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

PROPOSALS MUST BE MAILED, EMAILED, OR HAND DELIVERED TO THE APPLICABLE ADDRESS SHOWN ON PAGE 2 OF THE SOLICITATION.

All Inquiries For Information Should Be Directed To:
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REQUEST FOR PROPOSALS

PALM BEACH COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR
INTEGRATED PEST MANAGEMENT SERVICES
PBCHA-RFP-2023-12

1.0 INTRODUCTION

1.1 Agency Background

The Palm Beach County Housing Authority (PBCHA) was created under Chapter 421 of the Florida Statute, and first opened its doors on June 10th, 1969, to provide affordable housing stock to low-income families through rental assistance programs: Housing Choice Voucher and Public Housing. The Agency was formed as a Special District of the State of Florida and plays an integral role in affordable supportive housing initiatives countywide. The PBCHA asset portfolio consists of 428 public housing units, 148 non-subsidized units, and voucher programs which includes over 3,254 Housing Choice Vouchers- inclusive of 419 Project Based Vouchers (PBV), 265 Mainstream Vouchers, 20 Foster Youth to Independence (FYI) Vouchers, and 15 Veterans Affairs Supportive Housing (VASH) Vouchers and 85 Emergency Housing Vouchers. The PBCHA also administers 250 Housing Opportunities for Persons with Aids (HOPWA) Vouchers. PBCHA is led by a five –member Board of Commissioners and employs a staff of almost 50 people who are committed to bettering the lives of others.

1.2 Solicitation

The Palm Beach County Housing Authority (PBCHA) acting for itself, instrumentalities and/or affiliates is issuing this **Request for Proposals (“RFP”)** to qualified and experienced pesticide applicator (operator) businesses interested in providing Integrated Pest Management services as set forth in the Scope of Services section. The selected respondent for this work will provide services for the prevention and elimination of pests. Targeted pests will include cockroaches, rats, and mice as well as occasional invading pests such as ants, crickets, spiders, and flies. Additionally, respondents may be required to provide additional or alternate services as opportunities for improvement are identified or as the needs of PBCHA change.

It is the intention of PBCHA to award all Integrated Pest Management services to a single contractor; however, PBCHA reserves the right to award separate agreements for Integrated Pest Management services based on criteria that PBCHA determines to be appropriate.

Responders will be required to perform all services requested under this RFP in accordance with best practices, professional, and ethical standards pertaining to the practice of Integrated Pest Management Services.

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1.3 Procurement Authority

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

The selected Integrated Pest Management contractor shall be thoroughly knowledgeable of Federal and State laws relating to Integrated Pest Management for affordable housing, and public housing authorities.

1.4 Laws and Regulations

This procurement may be funded in whole or in part by grant funds provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Florida and Palm Beach County, Florida, will apply to the resulting awarded agreement(s).

2.0 SCOPE OF SERVICES

2.1 General Information

It is the intent of the Palm Beach County Housing Authority (PBCHA) to solicit proposals from qualified pesticide applicator (operator) businesses who are duly registered and licensed in the State of Florida to render quality Integrated Pest Management services to PBCHA in order to provide a pest free environment for employees, clients and visitors to the offices, and Housing communities stated in the specifications, locations may, however, be added or deleted during the term of this contract and extensions thereof.

Responder to provide an environment, free from, but are not limited to, the following pests:

- Spiders, cockroaches, and beetles
- Crickets and other hoppers
- Ants (all species) earwigs, sow bugs, silver fish and other crawling insects
- Fleas, bed bugs, and other biting insects
- Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
- Moths and other flying pests
- Weevils and other food pests
- Mice, rats, and other rodents
- Subterranean termites and other wood destroying organisms
- Pantry Pests

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****(Responder is to provide an environment free from, but not limited to all structural invading pests.)***

The PBCHA has determined that it will control pests using Integrated Pest Management consistent with U.S. Department of Housing and Urban Development's Guidance on Integrated Pest Management. See Exhibit B. The Integrated Pest Management services shall be performed in all specified buildings, occupied or unoccupied, including, but not limited to crawl spaces, offices, storage areas, bedrooms, bathrooms, closets, baseboards, shelves, elevators, walls, enclosures, kitchens, dining rooms, hallways, trash rooms and laundry rooms.

All Responder personnel working in or around PBCHA offices and housing communities shall wear distinctive uniform clothing and identification.

The Responder is responsible to brush down all spider webs from the outside of all buildings.

The Responder must perform a thorough inspection during every service. Following each scheduled service, the Responder must submit a written report to the designated site manager, listing all areas that remain inaccessible for Integrated Pest Management service such as cabinets, rooms, closets, etc.

Should the scheduled services not be totally effective, the Responder shall be required to provide necessary services at alternate times, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to PBCHA.

The selected responder(s) shall be responsible for furnishing all materials, transportation, labor, equipment, all services, and materials necessary to perform Integrated Pest Management services, for both specified and unspecified sites at various PBCHA location(s).

All Integrated Pest Management services shall be performed in accordance with Federal, State and Local rules and regulations presently established or that may be established during the term of the contract. Any and all chemical product(s) used must be approved for its intended use and applied in a manner consistent with regulations established by the State of Florida – FL OSHA.

The selected responder(s) for Integrated Pest Management services must be scheduled in advance so as to not disrupt the normal operations of any departments or site location(s).

2.2 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

The Palm Beach County Housing Authority (PBCHA) intends to enter into one or more contracts for Integrated Pest Management Services at various locations owned or managed by PBCHA. The location consists of residential and administrative properties. The residential properties include 428 public housing units, 42 scattered site homes, 148 affordable housing units, 6 NSP homes, Main Office building at 3333 Forest Hill Blvd., West Palm Beach, FL

33406, and one leasing office of each of four of the public housing sites. See Exhibit A. for a current listing of all buildings and site addresses. The listing will also include the contract person for each site.

The Awarded Contractor agrees to start service within 30 days of the issuance of the Notice to Proceed.

The PBCHA, at its sole discretion, reserves the right to award multiple contracts for these locations or to exclude some of the locations from the contracts. The specific locations, especially the scattered site locations, may vary during the course of the contract.

Each bidder is urged, prior to submitting a Proposal, to visit the premises and acquaint themselves with the needs and requirements of the service. The respondents shall carefully examine the specifications and all included materials to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No plea of ignorance, by the respondents, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondents to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements for the PBCHA or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

2.3 PROJECT DESCRIPTION AND SCOPE OF WORK

2.3.1 The Contractor shall adequately suppress the following pests:

2.3.1.1 Indoor populations of rodents, insects, including ants, arachnids, bed bugs, cockroaches, fleas, silverfish, water bugs and other arthropods.

2.3.1.2 Outdoor populations of potentially indoor infesting species that are within the property boundaries of the specified buildings.

2.3.1.3 Nests of stinging insects within the property boundaries of the specified buildings.

2.3.1.4 Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmer's emerging indoors.

2.3.2 The Contractor shall notify PBCHA if it notices unusual levels of the following Pests:

2.3.2.1 Birds, bats, snakes, and all other vertebrates other than commensal rodents.

2.3.2.2 Termites and other wood-destroying organisms.

2.3.2.3 Mosquitoes

2.1.2.4 Pests that primarily feed on outdoor vegetation.

2.3.3 Contractor is not responsible for their control unless PBCHA and Contractor agree in writing.

2.3.4 The PBCHA has determined that it will control pest using Integrated Pest Management consistent with U.S. Department of Housing and Urban Development's Guidance on Integrated Pest management. See Exhibit B for each of the ten elements. Contractor must provide services in a manner that demonstrates sensitivity to the fact that PBCHA properties are primarily residential in nature and puts the needs of the residents as the foremost priority.

2.3.5 Contractor must follow IPM Pest Control Service Guidelines described in Exhibit B except where Contractor specifically identifies situations where it follows alternative Guidelines.

2.4 CATEGORIES OF SERVICE

2.4.1 Contractor shall perform the following services for the buildings listed in this RFP:

2.4.1.1 Initial Inspection: Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to the PBCHA. The following specific points should be addressed:

2.4.1.1.1 Identification of problem areas in and around the building;

2.4.1.1.2 Discussions of effectiveness of previous efforts;

2.4.1.1.3 Contractor access and coordination to all necessary areas;

2.4.1.1.4 Establish locations for routine monitoring in common areas; and

2.4.1.1.5 Information for the contractor of any restrictions or special safety precautions.

2.4.1.2 **Routine Inspection:** Conduct regularly scheduled inspections services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections should be monthly.

2.4.1.3 **Emergency inspection:** Conduct inspections and necessary treatment in response to requests by PBCHA for corrective action. Emergency inspections, when requested, are to be performed within eight (8) hours during normal working hours.

2.4.1.4 **Call Back Service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by PBCHA. Call-back service required PBCHA due to contractor negligence will be at no charge.

2.4.1.5 **Unit Turnover Service:** Conduct intensive inspection and necessary treatment as requested by PBCHA when units are prepared for occupancy. These units will typically be existing units changing residents. There may also be new units added to the scope of the contract. This service will be performed during regularly scheduled service times.

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- 2.4.1.6 Special Service:** Conduct inspection and pest control as agreed to by the Contractor and PBCHA for pests such as wood-boring insects, birds, and snakes not covered by routine inspections as noted in Section 2.1.

2.5 AUTHORITY COOPERATION

- 2.5.1** All Palm Beach County Housing Authority departments, divisions, sections, and communities covered by this proposal, shall extend all necessary cooperation to ensure pest control results during normal operating hours.
- 2.5.2** Whenever conditions conducive to the breeding or harboring of pests covered by this Request for Proposal are found, such conditions are to be reported by the Contractor to the department, division, section head or property manager involved, who shall remedy these conditions.
- 2.5.3** The Contractor is hereby notified that if he or she encounters a lack of cooperation on the part of any PBCHA employee, the Contractor is to notify the Procurement Department within 24 hours of the incident.
- 2.5.4** PBCHA will provide Contractor with access to the unit(s) as required. An authorized PBCHA employee will accompany the Contractor upon entering any unit.

2.6 INTEGRATED PEST MANAGEMENT (IPM) PLAN

- 2.6.1** Integrated Pest Management relies on the combined use of physical, cultural, biological and/or chemical control of pests. Its aim is to integrate or incorporate all appropriate methods into an approach that provides needed pest control in the safest manner and promotes use of chemicals only as a last resort. **The PBCHA's IPM Plan seeks to promote environmentally sensitive pest management at its properties that preserves the PBCHA assets and protects the health and safety of its residents and employees.**
- 2.6.2** Contractor's responsibility under the IPM Program shall be as follows:
 - 2.6.2.1** Contractor(s) must provide, at Contractor's own expense, all labor, tools, equipment, chemicals, materials, supplies and transportation, as required to complete pest control tasks/functions at the multi and single-family dwellings units, to include all public, common and dumpster areas of each property with no exceptions. Such routine pest control service is comprehensive in nature and include but are not limited to inspections, flushing, application, baiting, trapping, monitoring, and cleanup of all debris generated by the performed service or service.
 - 2.6.2.2** Contractor(s) integrated maintenance shall include inspection and treatment in each unit during every routine pest control service. (Single family homes are listed as scattered sites). The contractor will not limit treatment to specific areas. The contractor's inspection and treatment will be throughout the entire unit and/or hours. Contractor will follow all federal and state regulations during its performance of all service. The

PBCHA will not pay additional cost for any follow-up visits within the same month.

2.6.2.3 Contractor(s) will notify the Property Manager during normal working hours at least 48 hours prior to the commencement of any service as required by law.

2.6.2.4 Contractor(s) shall commence and end all service on the same workday unless approved in writing by the PBCHA.

2.6.2.5 Contractor(s) shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor(s) shall maintain at times all equipment in proper and safe operating conditions in accordance with the manufacturer's specifications. Contractor(s) must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing service under the resulting agreement. Contractor(s) shall exercise extreme caution around residents, pedestrians, pets, and property.

2.6.2.6 Contractor(s) shall apply all chemicals, in accordance with all applicable laws, rules, codes, regulations and ordinances as well as manufacturer's instructions to include application by a licensed technician when required. Contractor(s) shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas by the Florida Statute Chapter 482 Structural Pest Control Act. Contractor(s) shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of service over time.

2.6.2.7 Contractor(s) shall within ten (10) working days after signing a contract with PBCHA, submit a list of chemicals to be used in the performance of its services with EPA registrations and Material Safety Data Sheets (MSDS sheets) to the assigned PBCHA personnel.

2.6.2.7.1 Contractor shall notify the PBCHA management in writing of any change in chemicals prior to application and provide the corresponding Material Safety Data Sheet (MSDS) for the chemical.

2.6.2.8 Contractor shall within ten (10) days after Contract execution issue a schedule for routine pest control service work for each development to the PBCHA and appropriate property manager. Each schedule shall list the date and time and building numbers where the service will commence and be completed. This schedule, once submitted and approved, can only be altered with the prior written approval of the property manager or designated representative.

2.6.2.9 Contractor(s) shall have crews, qualified by training and experience, to perform the service. A copy of each crew member's license must be available upon request. Each crew member shall wear markings which identify him/her as a member of Contractor's workforce at all times while on the property.

2.6.2.10 Contractor(s) will only be allowed to invoice for the cost of services/goods provided in compliance with his/her accepted proposal and may not invoice until all services are completed and accepted by the PBCHA

as evidenced by the PBCHA's signature on the relevant work order by the PBCHA property staff.

2.6.2.11 Contractor shall exercise care when performing its service to avoid damage to structure, shrubs, vegetation, or any other property to include personal property of residents. If damage does occur, Contractor(s) shall replace at his/her own expense.

2.6.2.12 After completion of service, the immediate area shall be cleaned to include removal of all debris created by the service, to include but not limited to the hauling off of empty containers and removal of dead or live pests. At no time, will Contractor discard debris into any PBCHA refuse container.

2.6.2.13 Any chemical spills shall be thoroughly cleaned and neutralized. In the event of a hazardous chemical spill, Contractor will notify the Property Manager immediately and follow notification procedures as is customary in the industry and bear the total expense for clean-up.

2.6.2.14 Contractor(s) shall work with the respective Property Manager or his/her representative to determine an effective preventative program at each property location or unit as having an infestation.

2.6.3 Contractor(s) shall perform the following pest control services during each scheduled service visit to the PBCHA's properties. The service frequency of all designated properties will be treated per the schedule below, unless otherwise specified by authorized PBCHA personnel.

2.7 SCHEDULE OF SERVICE

2.7.1 Frequency of visits is subject to change at the discretion of authorized PBCHA personnel. The Contractor(s) shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. The contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Thursday (excepting PBCHA recognized Holidays), and shall not interfere with daily PBCHA operations.

2.7.1.1 Public Housing Units/Apartments – Once every 30 days (Not earlier than 28 days from prior treatment)

2.7.1.2 Additional Properties & Scattered Sites – Once every other month as scheduled by the property manager. (Not earlier than 45 days from prior treatment)

2.7.1.3 Common Areas – Once every 2 weeks (14 days)

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2.8 ROUTINE PEST CONTROL SERVICE

- 2.8.1 Type of pests to be treated, to include but not limited to – German cockroaches, American cockroaches, ants, spiders, silverfish, other crawling insects, stored product pests (weevils, etc.), rodents, etc.
- 2.8.1.1 Inspection
 - 2.8.1.2 Flushing
 - 2.8.1.3 Application
 - 2.8.1.4 Baiting
 - 2.8.1.5 Trapping (rodents or other pests) & Blocking
 - 2.8.1.6 Monitoring
 - 2.8.1.7 Clean-up
 - 2.8.1.8 Growth inhibitor service for pest control
 - 2.8.1.9 Treat at (five) foot perimeter with granules, at each building during all monthly service or use liquid spray equivalent in lieu of using granules only as requested by authorized PBCHA personnel. Exterior service will include control service for fire ants.
 - 2.8.1.10 Inspect and treat cracks and crevices for pests
 - 2.8.1.11 Roach Prevention Method
 - 2.8.1.12 Pest Control Service for common areas to include but not limited to Offices, Breezeways, Halls, Laundry Rooms, Lobby, Dumpster Areas etc. within Apartment Complex.
 - 2.8.1.13 Inspect for evidence of termites and bed bugs and propose a plan for eradication.

Note: The service to a unit as shown in Section 2.6.2.2 in Integrated Pest Management is defined as the routine, recurring, and scheduled treatments within and adjacent to individual housing units, to include, but not limited to hallways and breezeways.

- 2.8.2 **Rodent Exclusion:** Rodent exclusion actions are necessary to both the building exterior and the interior of units, corridors, common areas and offices within each assigned property. As part of the routine service the PBCHA expects the contractors to utilize common blocking techniques (liquid foam is prohibited) to impede rodent intrusion into the building interior areas. These methods are expected to be used in easily found areas. Areas found to require major blocking or other eradication techniques, we will either accept proposals on, or the property will do the work, this is at the PBCHA's discretion. Interior trapping (snap traps/flue boards) and exterior rodent treatment will follow Section 2.7.18. Serviced areas must be left presentable, clean, and uniformed to the existing surface as much as possible.
- 2.8.3 **Routine Rodent Exclusion:** Hole/rodent entry points in any walls internally or externally that need blocking rodents from entering buildings or units, under 3" is to be considered routine and technicians should be prepared accordingly. If the damage or section to be blocked is over 3" in diameter or the PBCHA representative has determined routine blocking will not

suffice, a proposal is to be sent within 24 hours with options to eradicate the problem. Serviced areas must be left presentable, clean, and uniformed to the existing surface as much as possible.

- 2.8.4 Routine Rodent Trapping:** Interior trapping as identified under Section 2.7.3, is identifying the need, and setting of initial traps, through the utilization of snap traps and/or glue boards. Removal of all trapped rodents at each routine service is the responsibility of the Contractor. Service reports given to property management will identify the number of traps set and location within the units. If further action is needed beyond routine trap setting, such as additional trapping between routine service and follow ups, PBCHA management will be notified on the routine service reports.
- 2.8.5 Roach Clean-Out:** Industry defines roach clean out as an intense treatment that allows for the killing of 99% of all roaches in a single treatment. Roach treatments outside of the routine methods are not to be determined by the vendor. The PBCHA representatives are with all service technicians when doing the routine service and will make that determination at that time with discussion indicated on work tickets. Roach clean outs will require assistance from residents and therefore a proposal for work needed will be submitted within 24 hours of service to the unit with an infestation. The non-routine roach treatments will follow in accordance with the bid fee sheet submitted by the vendor for the necessary treatment.
- 2.8.6 Roach Prevention Method** as listed under routine service shall include a method to keep German Roaches and other roaches from entering or multiplying in units, common areas, hallways, etc. which is a preventative method indicated under routine service. An approved method for preventing roaches is indicated in Section 2.7.6.1 *Pest Control Paste Treatment*. As a part of the paste treatment process, the interior areas of the building not pasted (i.e., hallways) shall be sprayed in such a manner so as to not negate paste process. PBCHA determination of product equality is final, and Section 2.7.10 the use of roach and ant bait stations as well as wall and void applications of loose baits shall be used in the Integrated Pest Management program.

Note: Contractor is responsible for removing dead and live pests during each roach clean-out service by vacuuming or other methods.

2.8.6.1 Pest Control Paste Treatment: The product applied shall be Maxforce FC Magnum or an “equal” or “same as” product. It is the PBCHA’s understanding that this product is primarily for the control of German roaches. As a part of the paste treatment process, the interior areas of the building not pasted (i.e., hallways) shall be sprayed in such a manner so as to not negate the paste process. The PBCHA determination of product equality is final.

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- 2.8.7 Pest Control-Granular/Spray Treatment:** The products applied shall be Cob #5g or an “equal” or “same as” product. It is the PBCHA’s understanding that this product is primarily for the control of ants and spiders. Liquid spraying of the exterior in lieu of using granules is only at the request of authorized PBCHA personnel. The PBCHA’s determination of product equality is final.
- 2.8.8 Brown Recluse Spiders:** Routine service is to include spraying, fogging harborage areas such as closets and under beds; dusting baseboards, wall outlets, attics, crawl spaces and any wall voids; and placing insect monitoring traps throughout the entire unit.
- 2.8.9 Mosquito Assessment/Other Insect Treatment Plan:** In the event the PBCHA requires a Mosquito Assessment and Treatment Plan or if any other pest related issues arise not specifically identified in this contract, the PBCHA may at its discretion request a price proposal from the contract vendor and award if the priced is determined to be fair and reasonable.
- 2.8.10** The use of roach and ant bait stations as well as wall and void applications of loose baits shall be used in the Integrated Pest Management Program.
- 2.8.11 Bird Deterrent Service (Optional Service):** Contractor shall use Bird-B-Gone Stainless-Steel Spike or equal to prevent the landing and nesting of birds upon ledges, porches, and other surfaces. Price includes product and installation. The contractor shall clean the area before installing the bird deterrent.
- 2.8.12 Bat Removal Service (Optional Service):** Contractor shall properly remove bats, all of them, in a lawful manner, and all of the entry points through which they can enter a building must be completely sealed. The droppings shall be cleaned and fully removed, and the area decontaminated.
- 2.8.13 Bed Bugs Service:** Contractor shall provide the following service using either organic, chemical, or heat treatment; including steam. The service bid shall include service to all box springs and mattresses seams and cuffs; removal of dust covers on box springs and treat, then reattach; service to all furniture; including, but not limited to end tables; nightstands; dressers; pictures; clocks; etc.; and any follow up needed within 14 days after the initial service, starting with day of initial service.
- 2.8.14 Organic Pesticides:** From time to time the PBCHA may request the use of organic pesticides in lieu of chemical pesticides to include but not limited to Diatomaceous Earth or equal. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas and for designated use by the Florida Structural Pest Control Act.
- 2.8.15 Rodent Treatment Non-Routine:** Treatment will include both exterior and interior service. These services will be undertaken in cooperation and with assistance from the PBCHA staff as needed. Exterior service will include, but is not limited to, sealing holes on the exterior of a structure such as:
- 2.8.15.1** Exterior bait boxes – 6 months follow up. (25 weeks from initial visit)

- 2.8.15.2** Weep holes, gas and water lines entering a building, conduit penetrations holes large enough for a mouse to enter the structure and baiting of crawl spaces of buildings with medium to heavy rodent activity.
 - 2.8.15.3** Interior work will focus on interior trapping through the utilization of snap traps and/or glue boards in each unit having activity This work shall include up to three follow up visits to check traps, reset them and monitor activity. Vendors will send a quote proposal for eradication in extreme cases, to be determined by the PBCHA, of infestation.
- 2.8.16** Contractor shall respond to the property within 24 hours for any service call outside of the monthly or quarterly pest control service to include holidays, weekends and after business hours. The contractor shall respond to perform within 72 hours once purchase order is issued, unless otherwise agreed upon by property management.
- 2.8.17** Contractor shall service every 2 weeks (14 days) at no additional cost to the PBCHA all common areas to include but not limited to Offices, Laundry Rooms, Lobby, Dumpster Areas, Breezeways, Halls, etc. within Apartment Complex and Administrative Buildings.
- 2.8.18** Contractor(s) shall provide a well-integrated pest management program to include a detailed crack and crevice application of roach and ant gel baits. For fogging Contractor shall use machine, not spray cans.

2.9 CONTRACTOR PERSONEL

- 2.9.1** Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on PBCHA's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the PBCHA for approval.
- 2.9.2** Contractor shall provide qualified, professional pest management personnel who:
 - 2.9.2.1** Understand current practices in this field and have experience providing Integrated Pest Management services in a residential environment.
 - 2.9.2.2** Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
 - 2.9.2.3** Cooperate with the building occupants to ensure the progress of this work.
 - 2.9.2.4** Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
 - 2.9.2.5** While working at PBCHA owned or lease properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semipermanent manner.
 - 2.9.2.6** Contractor shall provide ID badges for all employees working on the PBCHA properties. No employee will be allowed on the PBCHA's properties without his/her ID badge on his/her person. Contractor(s) is to report personnel changes to Property Managers

as they occur and prior to the person reporting to the PBCHA property.

- 2.9.2.7** Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conforms to Occupational Safety and Health Administration (OSHA) standards for products being used.
- 2.9.2.8** Use only contractor vehicles identified in accordance with state and local regulations.
- 2.9.2.9** Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- 2.9.2.10** Will comply with all government regulations as are applicable during the time spent on government property.
- 2.9.2.11** Shall report to the property management office prior to service and upon completion of service.
- 2.9.2.12** Obtain building passes, if needed, as supplied by the PBCHA or appropriate property office.
- 2.9.2.13** The contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches that will be available for routine and emergency consultations.
- 2.9.2.14** Contractor shall replace any employee deemed unacceptable by the PBCHA within two business days of written demand.

2.10 MINIMUM STANDARDS OF PERFORMANCE

- 2.10.1** The Contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s) or building where the problem occurred.
- 2.10.2** If the Contractor fails to arrive at PBCHA installation within one (1) workday after the request for call-back service, PBCHA shall have the right to obtain the service elsewhere and the Contractor agrees that the actual cost of such service shall be deducted from the Contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere. Contractor must describe past experience with providing vermin and rodent control for public housing authorities or other large property management organizations and include references.

2.11 REPORTING

- 2.11.1** As a part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness of managing the IPM program. Contractor must propose reporting and recordkeeping plans to enable the PBCHA to monitor

Contractor's work in a timely and efficient way. As a minimum, Contractor is required to collect and submit the reports detailed below. PBCHA will review and approve report format prior to contract award.

- 2.11.2** Individual Property Report (within one week): Upon completion of each treatment cycle at a PBCHA property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or within one week after the treatment cycle. Contractor must submit the report in PBCHA approved hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the building manager. PBCHA will not pay for work that is not documented by this report or for work documented in the report but not signed by the building manager.
- 2.11.3** Regardless of the type of Service being performed, the Contractor(s) shall provide a written report to the Property Manager within 24 hours regarding all health, safety or poor housekeeping situations observed at the property (to include but not limited to, dwelling units, stairwells, common areas, playgrounds, etc.).
- 2.11.4** The contractor shall leave a record of units/buildings treated after each service call with the Property Manager.
- 2.11.5** Treatment Cycle Report (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not limited to the following:
 - 2.11.5.1 Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
 - 2.11.5.2 Discuss any findings of deficiencies due to lack of access, inadequate or improper treatment or preventative measures.
 - 2.11.5.3 Discuss any findings of deficiencies due to lack of access, inadequate effective pesticide.
 - 2.11.5.4 Contractor shall submit reports to the Site Manager. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as the basis for termination of the contract.

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- 2.11.6** Contractor shall provide the PBCHA's Director of Asset Management at a minimum, with a monthly exception and activity reports for each property. The report shall contain the following information:
- 2.11.6.1 Name of Property and Unit # treated
 - 2.11.6.2 Date work order was issued
 - 2.11.6.3 Whether work order was emergency or routine
 - 2.11.6.4 Description of work (routine service, special programs, etc.)
 - 2.11.6.5 Information of possible problems with termites or other pests and location of possible problems.
 - 2.11.6.6 Additional information for inclusion in the report may be requested by the PBCHA such as housekeeping issues and property conditions contributing to pest control issues.
- 2.11.7** The contractor shall inform the PBCHA within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

2.12 START-UP

The selected Responder shall be extended a 90-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the site managers will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Responder sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for ninety (90) consecutive days.

2.13 PRICING

Proposal(s) shall be based on a fixed monthly price per location(s) to perform all Integrated Pest Management services as required to provide a pest free environment for each site. Proposal(s) must also specify how many service calls are included in the monthly fee. Additional requirements not related to regular service may be ordered at the hourly rate quoted in the price proposal. This proposal will remain firm for the life of the contract. Palm Beach County Housing Authority will be afforded the benefit of any price reduction during the term of the contract. Any change in prices after the initial contract period and for subsequent renewals will be tied to the Consumer Price Index (CPI).

2.14 LOCATIONS

This proposal is for Integrated Pest Management Services at the locations listed on page 33-38.

2.15 References

References from three governmental agencies or other similar accounts for which respondent currently provides Integrated Pest Management services are required.

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3.0 PROPOSAL SUBMISSION INSTRUCTIONS

3.1 Submission of Proposal

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

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

An original and five (5) copies of typewritten proposal(s), including all required attachments, certifications, and other pertinent information, must be executed, and submitted in a sealed envelope or box.

The face of the envelope (or box) must contain, in addition to the address below, the RFP **number** (e.g., PBCHA-RFP-2023-12), and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by PBCHA. Mail or Hand Deliver proposals to:

LaQuavial Pace, Contracts and Procurement Manager
Palm Beach County Housing Authority
3333 Forest Hill Blvd.
West Palm Beach, FL 33406
procurement@pbchafl.org

3.2 Timetable

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

Scheduled Procedures	Date	Time
RFP Date of Issue	July 10, 2023	8:30 a.m.
Pre-proposal Conference	July 19, 2023	10:00 a.m.
Deadline for Receipt of Questions	August 3, 2023	6:30 p.m.
Deadline for Proposal Submissions	August 8, 2023	2:00 p.m.
Announce Award to Successful Responder	August 18, 2023	-----

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

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3.3 Pre-proposal Conference

A pre-proposal conference will be held on Wednesday, July 19, 2023, at 10:00 a.m. at 3333 Forest Hill Blvd., West Palm Beach, Florida 33406, during which time prospective responders will have an opportunity to ask questions concerning this RFP. Although the pre-proposal conference is not mandatory, it is highly recommended that prospective responders attend.

3.4 Confidentiality

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

3.5 Cone of Silence

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

3.6 Interpretations and Questions

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and must be received no later than five (5) business days prior to the date of the pre-proposal conference. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by PBCHA.

3.7 Preparation of Proposal

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

related to the performance of the Contract in their price proposal and should identify all such costs and expenses in the itemized breakdown of costs.

This RFP sets forth the minimum requirements that all proposals must meet. Failure to submit proposals in accordance with this RFP may render the proposal unacceptable or non-responsive. All written communications pertaining to this RFP should be directed to the purchasing manager listed below.

Paper copies of the RFP package will not be issued by PBCHA. Prospective responders must obtain a copy of the RFP package from the PBCHA website at <http://www.PBCHA.org> or Demand Star (<https://www.demandstar.com>).

Any confidential material submitted by the Respondent must be clearly marked as such.

3.8 Execution of Proposal

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

4.0 EQUAL OPPORTUNITY REQUIREMENTS

4.1 MBE, WBE and SDB Companies

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

All MBEs to be utilized for PBCHA contracts must be certified as an MBE or WBE by any Federal, State, or local jurisdiction in order for their participation to be acknowledged. All certifications must be current.

5.0 INSURANCE REQUIREMENTS

5.1 Insurance

Within ten (10) days of the date of the Notice of Award, the successful Responder shall furnish to PBCHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required

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

- (a) Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire Liability
- \$5,000 Medical Payment

- (b) Worker's Compensation and Employers Liability

- | | |
|---|------------------------|
| • Workers Compensation | State Statutory Limits |
| • Employers' Liability | \$1,000,000 |
| • Employers' Liability – Disease Policy limit | \$1,000,000 |
| • Employers' Liability – Disease each person | \$100,000 |

- (c) Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as an "A -" or better whose policies cover risks located in the State of Florida.

All policies, except Workers' Compensation, must include:

- (a) Punitive damage Coverage
- (b) Primary and Non-Contributory Wording
- (c) Cross Liability Coverage and Severability Endorsements

All policies shall endorse PBCHA as Additional Insured, with a Waiver of Subrogation, and the thirty (30) day notice of cancellation, material change or non-renewal in favor of PBCHA. If the Vendor fails to obtain insurance policies required, PBCHA may immediately terminate the contract without further notice to the Vendor.

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No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

6.0 PROPOSAL REVIEW

6.1 Proposal Review Standards

PBCHA shall award contracts only to “**Responsive Responders**” who have the ability to perform successfully under the terms and conditions of a Professional Services Contract. Therefore, during the initial evaluation of bid proposals, PBCHA shall assess the responder’s responsiveness. PBCHA’s determination of a Responder’s responsiveness shall include, but not be limited to consideration of the following:

- Proposal Submitted On-Time
- Submission Complete (in Accordance with Instructions).
- Reputation (In Good Standing and Good References)

6.2 Requests for Additional Information

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

If, in the opinion of PBCHA, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum. As with the original solicitation, PBCHA no longer provides copies of addenda. It is the responsibility of the interested party to download the solicitation and relevant addenda from the PBCHA website. Oral instructions or information concerning the specifications of the project given out by PBCHA managers, employees, or agents to prospective Responders shall not bind PBCHA.

7.0 CONTRACT AWARD

7.1 Form of Award

Submission of a proposal constitutes acceptance of the terms and conditions of this RFP. Further, the Responder agrees, if it is issued a written Notice of Award as the successful Responder, to be bound by a contract whose provisions shall be substantially the same as: (1) terms and conditions of the RFP, (2) the terms and conditions of the proposal acceptable to PBCHA. Acceptance of the Responder’s proposal to perform the services specified in this RFP will be made by written **Notice of Award** from PBCHA to the successful Responder.

Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract will render the award null and void. Responders are not entitled to rely on

any representations by any employee, member, officer, or agent of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include any and all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature. The Notice of Award may be effective for up to three (3) years from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP.

7.2 Negotiation and Disallowance of Charges

PBCHA reserves the right to negotiate all elements of the bid proposal including price, with Responders in the competitive range. PBCHA reserves the right to simultaneously negotiate contract terms with any firm that has submitted a response to this RFP. It is further understood that PBCHA reserves the right to select none or any number of the bid proposals. Subject to the prior approval of HUD, if required, PBCHA may unilaterally increase the total contract price and services required at any time during the contract period.

Further, PBCHA reserves the right to disallow charges for hours and/or services and/or any item of cost, which it deems to be unreasonable and/or unnecessary.

7.3 Dispute Procedures

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

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of PBCHA shall be final and binding upon all parties.

7.4 Basis of Contract Award

Following the evaluation of proposals, PBCHA shall make the award of contracts to the responsible Responder(s) whose proposal will be most advantageous to PBCHA, considering price, return on investment, and any other factors specified in this RFP. PBCHA may negotiate a contract with any one or more of the successful Responder(s). Award will not necessarily be made to the Responder(s) submitting the lowest price.

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

permitted by applicable law; or (i) cancel this solicitation in its entirety or any portion thereof.

7.5 Reservation of Rights

- No verbal or written information which is obtained other than through this RFP or its addenda shall be binding by the PBCHA. With the exception of written instructions and information from the Contracts and Procurement Manager (CPM) or designee, no employee of the PBCHA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. Respondent must not make inquiry or communicate with any other PBCHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP.
- PBCHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, and/or to terminate the RFP process at any time, if deemed by PBCHA to be in its best interest.
- PBCHA reserves the right not to award a contract or enter into an agreement(s) pursuant to this RFP.
- PBCHA reserves the right to terminate agreement(s) awarded pursuant to this RFP, at any time, for its convenience upon ten days written notice to the successful responder(s).
- PBCHA reserves the right to retain all proposals submitted and adopt any ideas proposed including those from a responder who is not selected for award.

7.6 Rejection of Materially Unbalanced Proposals

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

7.7 Contract Term

The Contract shall be awarded for a term of one (1) year, commencing the date specified in a written **Notice of Award** issued by PBCHA or the Contract executed by the parties, unless terminated earlier as provided therein. Subject to the prior approval of HUD, the Contract may be renewed for four (4) additional one-year renewals under the same terms and conditions.

PBCHA reserves the right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in the best interest of PBCHA. In no event shall PBCHA have any liability for the cancellation of award. The Responder assumes the sole risk and responsibility for all expenses connected with the preparation of the proposal.

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7.8 HUD Approval

The Responder is advised that fee, contract award, contract documents, and payment may be subject to HUD approval, and the absence of approval by HUD when such approval is required shall immediately nullify the proposed Contract without liability by either party, irrespective of whether the proposed Contract was executed by any one or both parties. The successful Responder shall be equitably compensated for any work performed and accepted by PBCHA pursuant to such Notice of Award up to the date of nullification of the proposed Contract.

8.0 SUBMISSION REQUIREMENTS

8.1 Structure of Proposal

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be clearly marked with the Proposal Title, Date and the Name and Address of the Responder.

8.2 Content of Proposal

The Responder must include in the proposal packet: (a) the executed original and five (5) copies of the proposal and designated forms attached to this RFP; (b) the original proposal must contain the Integrated Pest Management Services List & Proposal Form included within the RFP.

This form must be submitted with the proposal signed in ink by an official authorized to represent and bind the proposing pesticide applicator (operator) business and marked 'ORIGINAL'. Each of the five proposal copies is to include a copy of the signed business information form. (c)

9.0 EVALUATION FACTORS

The proposal should address the factors outlined below:

9.1 Qualifications – you must have at least one person in a supervisory position that holds a valid certified Integrated Pest Management operator license to be licensed by the Florida Department of Agriculture and Consumer Services (FDACS).

9.2 Experience – must be experienced in providing Integrated Pest Management services in a residential environment. Have 12 months' verifiable technical field experience in the past 24 months.

9.3 Capacity – Ability to efficiently and effectively deliver Integrated Pest Management services, demonstrated understanding of the scope of work and ability to provide the required services.

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9.4 Responsiveness of Proposal - The proposal will be evaluated for clarity and completeness of the submission including required certifications and documentation mentioned in Section 6.1. The Responder must demonstrate in the proposal(s) an understanding of the requirements set forth in this solicitation.

9.5 Price – Quoted fees must be reasonable. The quoted fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed contract.

10.0 SELECTION PROCESS AND EVALUATION CRITERIA

10.1 General

Selection of the Responder(s) and award of any contract to render services pursuant to this RFP will be made in accordance with HUD and PBCHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel.

Each proposal shall be evaluated against the selection criteria set forth in this Section and scored on the basis of the information contained in the proposal. Factors not specified in the RFP shall not be considered. Each proposal will be considered on its own merit and not analyzed in comparison with other proposals. Each panel member assigning points shall provide a written narrative justification to support the score given.

The sum of the points assigned to a proposal by an individual panel member shall be known as the Responder's "**Raw Score**." Each Responder will receive a Raw Score from each voting panel member. In the presence of the entire evaluation panel, the evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal.

The chairperson shall then average all the panel members' Raw Scores for each Responder and post these numbers as the "**Panel Score**" for each Responder.

Each Proposal shall be rated as **competitive** or **uncompetitive** based on the Panel Score received. Proposals determined to be responsive (see Section 6.1) and that have a reasonable chance of award shall be included in the **competitive range**. PBCHA reserves the right to limit the number of Responders to be included in the competitive range. Further, PBCHA reserves the right to establish a **minimum score** for the competitive range. Responders whose proposals are determined to be **unresponsive** will be excluded from the remainder of the selection process and notified accordingly.

10.2 Oral Presentation

At the sole discretion of PBCHA, Responders who are considered by the evaluation panel to be in the **competitive range**, based on the total scores received and relative rankings of Responders may be asked to make a presentation of the proposal during any negotiations

that may be held. The purpose of the presentation will be to provide an opportunity to the Responder to clarify its proposal, respond to questions from PBCHA, and substantiate representations in the proposal. No comments about other Responders or other proposals will be permitted and Responders shall not be permitted to attend presentations by other Responders. A time limit for presentations shall be imposed. Responders invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such a presentation. Evaluations may be revised based upon information provided by the Responders in the oral presentation.

10.3 Negotiations and Award

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

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

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

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

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

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10.4 Best and Final Offer

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

Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

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10.5 Selection Criteria

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

SELECTION CRITERIA	MAXIMUM POINTS
Qualifications – you must have at least one person in a supervisory position that holds a valid certified Integrated Pest Management operator license be licensed by the Florida Department of Agriculture and Consumer Services (FDACS).	20
Experience – must be experience in providing Integrated Pest Management services in a residential environment. Have 12 months verifiable technical field experience in the past 24 months.	20
Capacity - Ability to efficiently and effectively deliver Integrated Pest Management services, demonstrated understanding of the scope of work and ability to provide the required services.	15
Responsiveness of Proposal - The proposal will be evaluated for clarity and completeness of the submission including required certifications and documentation mentioned in Section 6.1.	10
Price – Quoted fees must be reasonable. The quoted fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed contract.	25
Minority Business – Respondent submitting certifications per solicitation	5
Section 3 Business Concern - Respondents that submit qualifications and adequate Section 3 Plan.	5
TOTAL	100

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11.0 GENERAL TERMS AND CONDITIONS

11.1 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the state of Florida and any litigation with respect thereto shall be brought in the courts of the Clerk & Comptroller, Palm Beach County. This contract is made, entered into, and shall be performed in the jurisdiction of Palm Beach County, Florida. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

11.2 Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11.3 Immigration Reform and Control Act of 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

11.4 Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by PBCHA, the state of Florida or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

11.5 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfer to all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the state of Florida, relating to the particular goods or services purchased or acquired by under said contract.

11.6 Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Contract Officer whose name

appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11.7 Method of Payment

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

Palm Beach County Housing Authority
Accounts Payable
3333 Forest Hill Blvd
West Palm Beach, Florida 33406

11.8 Precedence of Terms

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

11.9 Testing and Inspection

PBCHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11.10 Changes to the Contract

Changes can be made to the contract in any of the following ways:

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

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

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

11.11 Announcement of Award

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, PBCHA will publicly post such notice on its website (www.pbchafl.org) for a minimum of 10 days.

11.12 Drug-free Workplace

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

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

11.13 Smoke-free Workplace

PBCHA “smoke-free” policy bans the use of all prohibited tobacco products at any location upon any PBCHA property, whether indoors or outdoors, if such location is within 25 feet of any building, door, or window on such property, including public housing units, administrative office buildings, community centers, and common areas. Contractors, vendors, and all employees and agents thereof, may **not** use prohibited tobacco products in violation of PBCHA’s “smoke-free” policy.

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

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

11.14 Nondiscrimination of Contractors

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

11.15 Safety Standards

All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation.

The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

11.16 Advertising

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

11.17 Audit

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

11.18 Availability of Funds

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

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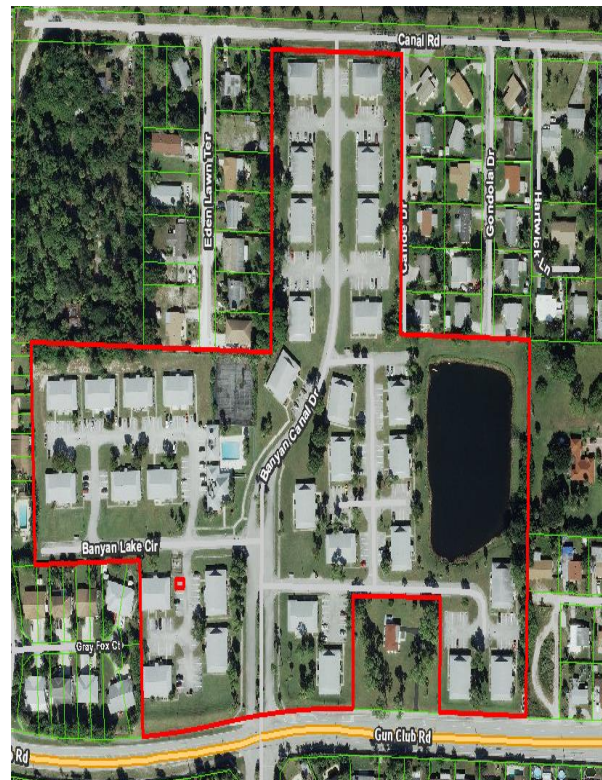
Palm Beach County Housing Authority

Properties Listing		
Location	Location Address	Unit Amount
Banyan Club Apartments	2300 Banyan Lane, WPB	148
Drexel House Apartments	1745 Drexel Road, WPB	100
Dyson Circle Apartments	4695 Dyson Circle North, WPB	134
Main Office	3333 Forest Hill Blvd., WPB 3335 Forest Hill Blvd., WPB – (Building Exterior – ONLY)	N/A
Schall Landing Apartments	2402 Schall Circle, WPB	75
Seminole Circle Apartments	6388 Seminole Circle, Lantana	75
Single Family Homes	Scattered Sites	40
NSP Homes	Scattered Sites	6

Properties Snapshot

Banyan Club Apartments

2300 Banyan Lake Circle
West Palm Beach, FL 33415



Drexel House Apartments

1745 Drexel Road
West Palm Beach, FL 33417



Dyson Circle Apartments

4695 Dyson Circle North
West Palm Beach, FL 33415



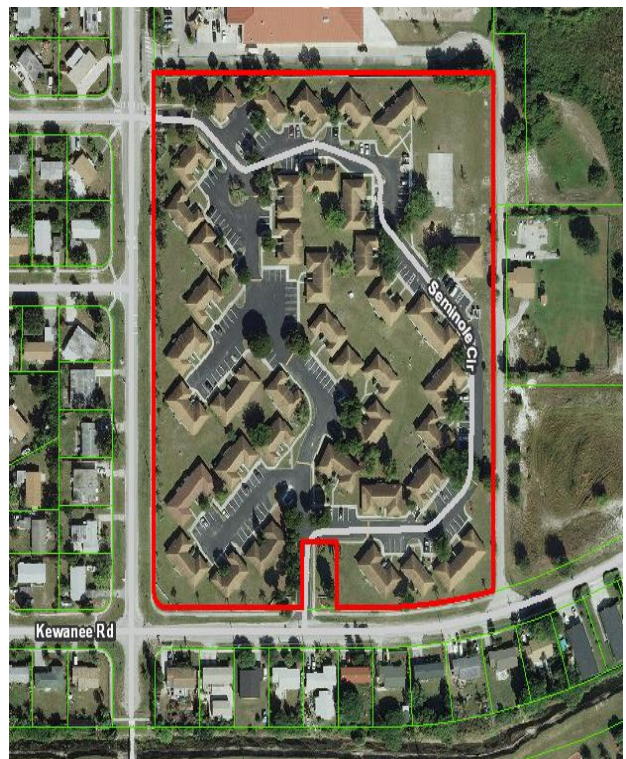
Schall Landing Apartments

2402 Schall Circle
West Palm Beach, FL 33417



Seminole Estates Apartments

6388 Seminole Circle
Lantana, FL 33462



Palm Beach County Housing Authority
Properties Square Footage

Banyan Club Apartments					Built 1986
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	60	88	-	-	-
Sq. Ft.	550	782	-	-	-
Bathroom	1	2	-	-	-

Drexel Apartments					Built 1984
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	100	-	-	-	-
Sq. Ft.	595	-	-	-	-
Bathroom	1	-	-	-	-

Dyson Circle Apartments					Built 1974
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	50	12	30	36	6
Sq. Ft.	600	765	940	1175	1440
Bathroom	1	1	1	1.5	2

Schall Landing Apartments					Built 1982
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	5	33	27	10	-
Sq. Ft.	675	900	1100	1200	-
Bathroom	1	1	1	2	-

Seminole Manor Apartments					Built 1981
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	5	33	27	10	-
Sq. Ft.	500	775	1100	1300	-
Bathroom	1	1	1	2	-

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Single Family Homes

Address	Sq. Ft.	Bed	Bath	Built
2123 NE 3 rd Street	685	2	1	1961
2031 NW 2 nd Street	766	2	1	1962
1960 NE 1 st Lane	1040	3	1	1961
237 NE 7 th Avenue	960	3	1	1962
610 NW 2 nd Street	1180	3	1	1961
808 NW 2 nd Court	960	3	1	1962
210 NE 16 th Court	960	3	1	1961
521 NW 9 th Avenue	1000	3	1	1961
229 NE 7 th Avenue	960	3	1	1962
2231 NW 2 nd Street	908	3	1	1962
1471 NW 2 nd Street	1040	3	1	1962
419 NW 8 th Ave.	1352	4	2	1962
3618 Almar Road	1092	3	1	1962
3906 Pensacola Drive	924	3	1	1962
4745 Messana Terrace	1595	3	1	1962
4786 Poseidon Place	1665	4	2	1962
3500 North Seacrest Boulevard	600	2	1	1962
71 Ocean Parkway	1171	3	1	1962
2840 NE 4 th Street	1400	3	1	1962
131 NE 4 th Street	1000	3	1	1962
191 NW 21 st Avenue	1315	4	1	1962
2091 North Seacrest Boulevard	1370	3	1	1962
2070 NE 1 st Lane	1171	4	2	1962
2051 NE 1 st Lane	1056	3	1	1962
1901 NE 1 st Lane	1192	4	1	1962
1791 NE 2 nd Court	1223	4	2	1962
150 NE 17 th Avenue	1056	3	1	1962
101 NE 16 th Court	1198	4	2	1962
1691 North Seacrest Boulevard	1200	4	2	1962
1660 North Seacrest Boulevard	1056	3	1	1962
1650 North Seacrest Boulevard	1171	3	1	1962
317 NE 14 th Avenue	1067	3	1	1962
172 NW 14 th Avenue	1104	3	1	1962
181 NW 14 th Court	1635	4	2	1962
1477 NW 1 st Street	922	3	1	1962
406 NW 15 th Avenue	1208	4	2	1962
238 NE 7 th Avenue	1056	3	1	1962
117 NE 5 th Avenue	1040	2	1	1962
324 NW 2 nd Street	1000	2	1	1962
631 NW 5 th Street	1186	2	1	1962

NSP Homes

Address	Sq. Ft.	Bed	Bath
1231 La Costa Circle, Lantana, 33462	1230	3	2
4392 Weymouth Street, Lake Worth, 33461	1203	3	2
4044 Mandarin Blvd., Loxahatchee, 33470	1249	3	2
6664 4 th Street, Jupiter, 33458	1562	3	2
2841 Hiawatha Avenue, West Palm Beach, 33409	1240	3	2
433 Jennings Avenue, Greenacres, 33463	1394	4	2

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**Notice PIH 2006-11
Guidance on Integrated Pest Management**

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

SPECIAL ATTENTION OF:

Regional Directors; State and Area
Coordinators; Public Housing Hub
Directors; Program Center Coordinators;
Troubled Agency Recovery Center Directors;
Special Applications Center Director;
Administrators, Offices of Native American
Programs; Public Housing Agencies;
Housing Choice Voucher/Section 8 Public
Housing Agencies; Tribally Designated
Housing Entities; Indian Tribes; Resident
Management Corporations.

NOTICE PIH 2006 - 11 (HA)

Issued: February 3, 2006

Expires: February 28, 2007

Cross Reference:

Subject: Guidance on Integrated Pest Management

1. PURPOSE: The purpose of this Notice is to inform public housing agencies (PHAs) and Tribally Designated Housing Entities (TDHEs) of the additional reference materials on Integrated Pest Management (IPM) beyond Maintenance Guidebook Seven: Termite, Insect and Rodent Control. PHAs and TDHEs (HAs) may choose to share this information with families and property owners participating in their programs.
2. APPLICABILITY: The information in this Notice may be of interest to HAs, property owners, property managers, and family program participants when they review their pest control efforts. The decision to reflect IPM processes in their ongoing pest control efforts rests solely on local management. The use of this material is voluntary for the HAs; however, HUD does encourage HAs to consider the IPM approach for pest control.
3. BACKGROUND: The goal of IPM (per the Environmental Protection Agency) is to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. To undertake IPM, property managers should be committed to ongoing or continuous monitoring and record keeping, education of resident and staff, and good communication between residents and building managers. IPM methods involve restricted access to food/water, sanitation and waste management, mechanical control, natural control agents, physical barriers, structural maintenance, and, where necessary, conservative application of pesticides.

HUD has supported IPM for more than two decades and published and distributed Maintenance Guidebook Seven: Termite, Insect, and Rodent Control, to all PHAs in 1995. Some HAs use the IPM approach to pest management and have seen it dramatically reduce both pest populations and pesticide use. IPM programs have also positively engaged residents through the outreach and education needed to prepare them for their role in implementing IPM.

4. DEFINITION: IPM efforts involve HA staff, contractors, and residents, and include:
- a. Communicating the HA's IPM policies and procedures to all building occupants, administrative staff, maintenance personnel, and contractors.
 - b. Identifying (1) pests and (2) environmental conditions that limit the spread of pests, including the presence of pests' natural enemies.
 - c. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, including establishing the assessment criteria for program effectiveness.
 - d. Determining, with involvement of residents, the pest population levels – by species – that will be tolerated, and setting action thresholds at which pest populations warrant action.
 - e. Improving sanitation, waste management, mechanical pest management methods, and/or natural control agents that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.
 - f. Monitoring and maintaining structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
 - g. Developing an outreach/educational program and ensuring that leases reflect residents' responsibilities for: (1) proper housekeeping, (2) reporting presence of pests, leaks, and mold, and (3) cooperating with specific IPM requirements such as obtaining permission of HA management before purchasing or applying any pesticides.
 - h. Enforcing lease provisions regarding resident responsibilities such as housekeeping, sanitation, and trash removal and storage.
 - i. Using pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.
 - j. Providing and posting 'Pesticide Use Notification' signs or other warnings.
5. HEALTH AND COST CONCERNS: Pests may adversely impact health and contribute to worsening some diseases, such as allergies and asthma. Therefore, pest control methods are targeted to protecting the health of residents and staff. Even though applying pesticides may be effective in eliminating pest populations, many of these chemicals may be associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. IPM frequently has proven to be more effective in reducing pest populations than depending solely on broadcasting pesticides. Therefore, IPM offers the potential of ensuring efficacy of pest elimination while protecting the health of residents and staff.

Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of the property and, thereby, generate significant savings that offset costs of the pest control operations. Many of these non-application methods, including structural maintenance, especially inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious HAs assess the need to install physical barriers to both pest entry and pest movement within every structure. The different costs such as monitoring, record keeping, and training for maintenance staff and residents, for IPM compared with pesticide broadcasting, should be considered.

6. IMPLEMENTATION: The choice of pest control strategies is the decision of HAs' property owners and managers. HAs may choose to implement IPM, especially after reading some of the reference material provided here. This may be done to the extent, and in the manner, they determine best, at their discretion. If an HA uses an outside contractor for pest control, the HA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. The HA may also consider training for maintenance staff and education for residents as well as for HA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections. If the HA uses its own maintenance staff for pest management, proper training in the HA's IPM procedures is essential. The contract administrator for any pest management contract should also be trained. Successful results rely upon proper implementation; training is therefore of the utmost importance. Not only must maintenance staff be trained, but also residents and their elected leaders. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to the units and food and water for the pests. HUD encourages HAs to partner with local pest management organizations.

Training materials for HA staff are posted on HUD's Public Housing Energy Conservation Clearinghouse at <http://www.hud.gov/offices/pih/programs/ph/phecc/>. Additionally, along with PIH Maintenance Guidebook Seven, Section 7 of this Notice lists guidebooks, resource materials, and HA case studies that may assist other HAs in implementing IPM. HUD does not endorse the material listed below, but provides it for the voluntary consideration of HAs and property owners and residents alike.

7. REFERENCE MATERIALS FOR IMPLEMENTING IPM:

- a. PIH Maintenance Guidebook Seven – Termite, Insect & Rodent Control (September, 1995): http://hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB7.pdf
- b. PIH Notice 95-66: http://www.hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB1N.pdf
- c. General Services Administration
 - i. GSA Guidelines For Structural Pest Control Operations: http://schoolipm.ifas.ufl.edu/doc/bus_prac.html
 - ii. Master Performance Specification for Janitorial Services: (need URL)
 - iii. Integrated Pest Management Program - Contract Guide Specification (1999) <http://schoolipm.ifas.ufl.edu/doc/contract.pdf>
- d. U. S. Environmental Protection Agency
 - i. General IPM information (for schools, but generally applicable to such other large buildings as multifamily housing): <http://www.epa.gov/pesticides/ipm/index.htm>
 - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
 - iii. List of EPA IPM publications and instructions for ordering documents <http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
- e. U.S. Department of Defense - Armed Forces Pest Management Board Technical Guide No. 29 Integrated Pest Management (IPM) In And Around Buildings <http://www.afpmb.org/pubs/tims/tg29/tg29.htm>
- f. Massachusetts Department Of Food And Agriculture Pesticide Bureau - Integrated Pest Management Kit For Building Managers: <http://www.pestinfo.ca/documents/IPMkitforbuildingmanagers.pdf>
- g. Alliance for Healthy Homes http://www.afhh.org/dah/dah_pesticides.htm
- h. Canada

- i. Canada Mortgage and Housing Corporation (CMHC), Canada's national housing agency - IPM Housing Manual http://www.cmhc-schl.gc.ca/en/burema/gesein/faroach/faroach_011.cfm
- ii. University of Toronto, Integrated Pest Management in Housing, <http://www.utoronto.ca/forest/termite/IPMH.html>
the document above, which can be read online but not printed; it can be purchased online from the Ontario Non-Profit Housing Association, at <http://www.onpha.on.ca/publications>
- i. IPM Institute of North America - IPM Standards for Schools: <http://www.ipminstitute.org/school.htm>
- j. PHA Resources
 - i. Chicago Housing Authority Pest Control Guidelines <http://www.hud.gov/offices/pih/programs/ph/phecc/>
 - ii. CHA Authority Wide Implementation <http://www.hud.gov/offices/pih/programs/ph/phecc/>
 - iii. HUD-funded “Healthy Public Housing Project” conducted by Harvard School of Public Health in Boston public housing <http://www.hsph.harvard.edu/hphi>
- k. PHA Case Studies
 - i. Chicago Housing Authority Implementation <http://www.hud.gov/offices/pih/programs/ph/phecc/>
 - ii. Gary (IN) Housing Authority Implementation <http://www.hud.gov/offices/pih/programs/ph/phecc/>
 - iii. Cuyahoga Housing Authority: http://www.ehw.org/Asthma/ASTH_EPA_IPM_CaseStudy.pdf

The above list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have reportedly been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD web for others to read.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your State. Tribes and TDHE's should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov/>.

/s/
Orlando J. Cabrera, Assistant Secretary for
Public and Indian Housing

PRICE PROPOSAL FORM #1

Integrated Pest Management Services

PBCHA-RFP-2023-12

ROUTINE SERVICE

Legal Company Name: _____

<u>Item</u>	<u>Location</u>	<u>Monthly Service Amount</u>	<u>Total Price (12 Months X Monthly Service Amount)</u>
1.	Drexel House Apartments 1745 Drexel Road West Palm Beach, FL 33417	\$ _____	\$ _____
2.	Dyson Circle Apartments 4695 Dyson Circle North West Palm Beach, FL 33415	\$ _____	\$ _____
3.	Schall Landing Apartments 2402 Schall Circle West Palm Beach, FL 33417	\$ _____	\$ _____
4.	Seminole Estates Apartments 6388 Seminole Circle Lantana, FL 33462	\$ _____	\$ _____
5.	Single Family Homes – 40 Scattered Homes	\$ _____	\$ _____
	TOTAL BASE:		\$ _____

NOTE: THE PRICING PROVIDED ABOVE SHALL INCLUDE THE COST FOR ANY AND ALL FEES INCURRED INCLUDING, BUT NOT LIMITED TO, ANY SURCHARGES FOR FUEL.

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PEST/SERVICES		INCLUDED IN ROUTINE SERVICE COST?		PRICE FOR ADDITIONAL SERVICE (IF NOT INCLUDED)
		YES (✓)	NO (✓)	
1	Ants			
2	Arachnids			
3	Bats			
4	Bed Bugs			
5	Bees - including wasps, bees, hornets, yellow jackets, honeybees, etc.			
6	Beetles			
7	Book Lice			
8	Box Elder Bugs			
9	Carpenter Ants			
10	Centipedes & Millipedes			
11	Cockroaches			Routine Service
12	Common House Flies			
13	Crustaceans			
14	Fleas			
15	Lice			
16	Mosquitoes			
17	Moths			
18	Reptiles			
19	Rodents, Other - i.e., raccoons, skunks, squirrels, birds, opossums, etc.			
20	Silverfish/ House Centipedes			
21	Spiders			
22	Stink Bugs			
23	Termites			
24	Ticks			
25	Wasps			
26	Water Bugs			
27	Worms			
28	Yellow Jackets			
OTHER PRODUCTS/SERVICES OFFERED BUT NOT LISTED ABOVE				
	PEST/SERVICES	PRICE INFORMATION		

*****END OF SECTION*****

PRICE PROPOSAL FORM #2
Integrated Pest Management Services
PBCHA-RFP-2023-12

ROUTINE SERVICE

Legal Company Name: _____

Item	Location	Monthly Service Amount	Total Price (12 Months X Monthly Service Amount)
1.	Banyan Club Apartments 2300 Banyan Lake Circle West Palm Beach, FL 33415	\$ _____	\$ _____
	TOTAL BASE:		\$ _____

**NOTE: THE PRICING PROVIDED ABOVE SHALL INCLUDE THE COST FOR ANY AND ALL FEES
INCURRED INCLUDING, BUT NOT LIMITED TO, ANY SURCHARGES FOR FUEL.**

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PEST/SERVICES		INCLUDED IN ROUTINE SERVICE COST?		PRICE FOR ADDITIONAL SERVICE (IF NOT INCLUDED)
		YES (✓)	NO (✓)	
1	Ants			
2	Arachnids			
3	Bats			
4	Bed Bugs			
5	Bees - including wasps, bees, hornets, yellow jackets, honeybees, etc.			
6	Beetles			
7	Book Lice			
8	Box Elder Bugs			
9	Carpenter Ants			
10	Centipedes & Millipedes			
11	Cockroaches			Routine Service
12	Common House Flies			
13	Crustaceans			
14	Fleas			
15	Lice			
16	Mosquitoes			
17	Moths			
18	Reptiles			
19	Rodents, Other - i.e., raccoons, skunks, squirrels, birds, opossums, etc.			
20	Silverfish/ House Centipedes			
21	Spiders			
22	Stink Bugs			
23	Termites			
24	Ticks			
25	Wasps			
26	Water Bugs			
27	Worms			
28	Yellow Jackets			
OTHER PRODUCTS/SERVICES OFFERED BUT NOT LISTED ABOVE				
	PEST/SERVICES	PRICE INFORMATION		

*****END OF SECTION*****

PRICE PROPOSAL FORM #3
Integrated Pest Management Services
PBCHA-RFP-2023-12

ROUTINE SERVICE

Legal Company Name: _____

<u>Item</u>	<u>Location</u>	<u>Monthly Service Amount</u>	<u>Total Price (12 Months X Monthly Service Amount)</u>
1.	NSP Homes – 6 Homes throughout Palm Beach County.	\$ _____	\$ _____
	TOTAL BASE:		\$ _____

NOTE: THE PRICING PROVIDED ABOVE SHALL INCLUDE THE COST FOR ANY AND ALL FEES INCURRED INCLUDING, BUT NOT LIMITED TO, ANY SURCHARGES FOR FUEL.

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PEST/SERVICES		INCLUDED IN ROUTINE SERVICE COST?		PRICE FOR ADDITIONAL SERVICE (IF NOT INCLUDED)
		YES (✓)	NO (✓)	
1	Ants			
2	Arachnids			
3	Bats			
4	Bed Bugs			
5	Bees - including wasps, bees, hornets, yellow jackets, honeybees, etc.			
6	Beetles			
7	Book Lice			
8	Box Elder Bugs			
9	Carpenter Ants			
10	Centipedes & Millipedes			
11	Cockroaches			Routine Service
12	Common House Flies			
13	Crustaceans			
14	Fleas			
15	Lice			
16	Mosquitoes			
17	Moths			
18	Reptiles			
19	Rodents, Other - i.e., raccoons, skunks, squirrels, birds, opossums, etc.			
20	Silverfish/ House Centipedes			
21	Spiders			
22	Stink Bugs			
23	Termites			
24	Ticks			
25	Wasps			
26	Water Bugs			
27	Worms			
28	Yellow Jackets			
OTHER PRODUCTS/SERVICES OFFERED BUT NOT LISTED ABOVE				
	PEST/SERVICES	PRICE INFORMATION		

*****END OF SECTION*****

PRICE PROPOSAL FORM #4
Integrated Pest Management Services
PBCHA-RFP-2023-12

ROUTINE SERVICE

Legal Company Name: _____

Item	Location	Monthly Service Amount	Total Price (12 Months X Monthly Service Amount)
1.	PBC Housing Authority 3333 Forest Hill Blvd. West Palm Beach, FL 33406	\$ _____	\$ _____
2.	PBC Housing Authority – (Building Exterior - ONLY) 3335 Forest Hill Blvd. West Palm Beach, FL 33406	\$ _____	\$ _____
	TOTAL BASE:		\$ _____

NOTE: THE PRICING PROVIDED ABOVE SHALL INCLUDE THE COST FOR ANY AND ALL FEES INCURRED INCLUDING, BUT NOT LIMITED TO, ANY SURCHARGES FOR FUEL.

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PEST/SERVICES		INCLUDED IN ROUTINE SERVICE COST?		PRICE FOR ADDITIONAL SERVICE (IF NOT INCLUDED)
		YES (✓)	NO (✓)	
1	Ants			
2	Arachnids			
3	Bats			
4	Bed Bugs			
5	Bees - including wasps, bees, hornets, yellow jackets, honeybees, etc.			
6	Beetles			
7	Book Lice			
8	Box Elder Bugs			
9	Carpenter Ants			
10	Centipedes & Millipedes			
11	Cockroaches			Routine Service
12	Common House Flies			
13	Crustaceans			
14	Fleas			
15	Lice			
16	Mosquitoes			
17	Moths			
18	Reptiles			
19	Rodents, Other - i.e., raccoons, skunks, squirrels, birds, opossums, etc.			
20	Silverfish/ House Centipedes			
21	Spiders			
22	Stink Bugs			
23	Termites			
24	Ticks			
25	Wasps			
26	Water Bugs			
27	Worms			
28	Yellow Jackets			
	OTHER PRODUCTS/SERVICES OFFERED BUT NOT LISTED ABOVE			
	PEST/SERVICES	PRICE INFORMATION		

*****END OF SECTION*****

ATTACHMENTS

The Responder is required to complete and submit the documents, certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following Documents, Certifications and Representations:

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

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ATTACHMENT A

HUD-5369B INSTRUCTION TO OFFERORS

Page 1-2

(Please initial page 2 of this form)

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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-5369-C CEERTIFICATION AND REPRESENTATION OF OFFERS, NON-CONSTRUCTION CONTRACT

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Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT C

HUD-5370-C GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

Page 1-6

(Please initial page 6 of this form)

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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 D

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 E
HUD-2992 – CERTIFICATION REGARDING DEBARMENT AND
SUSPENSION

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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 F

HUD-92010 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

Firm Name and Address

By

Title

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

Excerpt from HUD Regulations

200.410Definition 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 G

G1 – CERTIFICATION OF ELIGIBILITY

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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 H
G4 – CONFLICT OF INTEREST STATEMENT

{ This Space is intentionally left blank }

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 I

G5 – CERTIFICATE AND DISCLOSURE REGARDING PAYMENT

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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 J

G7 – CLEAN AIR AND WATER CERTIFICATION

{ This Space is intentionally left blank }

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 K

G9 – CERTIFICATION REGARDING LOBBYING

{ This Space is intentionally left blank }

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 L

Section 3 CLAUSE AND MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

{ This Space is intentionally left blank }

SECTION III COMPLIANCE CLAUSE AND COMMITMENT FORM

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.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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) that is fifty-one percent (51%) or more owned by Section 3 residents; (b) whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (a) or (b).

Applicability

This Contract plus all Subcontracts.

Reporting

The Contractor will be required to report all new hires employed as a result of this Contract and to determine and report whether or not any of these **new** hires may be defined as *low-income persons* based upon the above stated definition and by employing the income table below. For Subcontracts the Contractor will be responsible for requiring the Subcontractor to (a) report all new hires employed as a result of this Contract and to determine and report whether or not any of these **new** hires may be defined as *low income persons* based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a *low income person* or a *Section III Business* based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

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.

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	\$ 34,100	\$ 39,000	\$ 43,850	\$ 48,700	\$ 52,600	\$ 56,500	\$ 60,400	\$ 64,300
Extremely Low (30%) Income Limits	\$ 20,450	\$ 23,400	\$ 26,300	\$ 30,000	\$ 35,140	\$ 40,280	\$ 45,420	\$ 50,560
Low (80%) Income Limits	\$ 54,550	\$ 62,350	\$ 70,150	\$ 77,900	\$ 84,150	\$ 90,400	\$ 96,600	\$ 102,850

Minority Business and Section 3 Participation
Commitment Form

Project Name: Integrated Pest Management Services

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>
\$ 54,550	\$ 62,350	\$ 70,150	\$ 77,900
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$ 84,150	\$ 90,400	\$ 96,600	\$ 102,850

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

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

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

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

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

Firm’s Name

Name of Authorized Officer – printed

Date

Signature of Authorized Officer – signed

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

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

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

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

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

Name of Business _____

Address of Business _____

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

Attached is the following documentation as evidence of status:

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

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

For Business entity as applicable:

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

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

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

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

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

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

- ___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
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Authorizing Signature (Business)

_____ Authorizing Name (Attested by)	_____ Date
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Authorizing Signature
(Attested by)

ATTACHMENT M

EXCEPTIONS TO RFP

(Any exceptions to this RFP may disqualify your proposal)

[illegible]