



**PBCHA Request for Proposal
PBCHA-RFP-2020-32
Development Consultant of Affordable Housing
in Palm Beach County**

Issue Date: Monday December 7, 2020

Pre-proposal conference: Tuesday December 16, 2020 @ 1:00 PM

Preproposal will be held virtually see pre-proposal section

Closing Date and Time: Tuesday January 28, 2021 @ 2:00 PM EST

This communication serves to apprise you of the above-mentioned Request for Proposals (RFP) for Development Consultant of Affordable Housing in Palm Beach County. We invite you to respond to this RFP. Please review carefully all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

All Inquiries For Information Should Be Directed To:

Kerry L. James, Chief Administrative Officer

3432 W. 45th Street

West Palm Beach, Florida 33407

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

Email: kejames@pbchaf1.org

**PALM BEACH COUNTY HOUSING AUTHORITY
3432 W 45TH STREET
WEST PALM BEACH, FLORIDA 33407
PBCHA-RFP-2020-32**

Issue Date: December 7, 2020

Title: Development Consultant of Affordable Housing in Palm Beach County

Issuing Agency: Palm Beach County Housing Authority
3432 W 45th Street
West Palm Beach, Florida 33407

Period of Contract: From Date of Award for two (2) years with three (3) optional one (1) year renewals.

Proposals Will Be Received Until **January 28, 2021 – 2:00PM** For Furnishing The Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To: Kerry L. James, Chief Administrative Officer at kejames@pbchaf.org, Telephone Number: (561) 684-2160 x108.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Palm Beach County Housing Authority, Procurement Department, 3432 W. 45th Street, West Palm Beach, Florida 33407. No electronic submission will be accepted.

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

Name and Address of Contractor: _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

_____ Zip Code: _____

Title: _____

FEI/FIN NO. _____

Phone: (____) _____

E-mail: _____

Fax: (____) _____

D&B Number: _____

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

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I. PURPOSE

The PBCHA acting for itself, instrumentalities and/or affiliates is requesting proposals from qualified professionals for an indefinite delivery, indefinite quantity (“IDIQ”) of various Development Consulting Services. Proposals from respondents may contemplate providing these services to PBCHA as individuals, firms, or teams. The awarded continuing contracts will be for a base period of two (2) years with an option to extend at the sole discretion of PBCHA. The services will be contracted as individual task orders issued against the main contract and will include specific scopes of work. Individual task orders must be awarded within the IDIQ contract term. If the duration of a task order extends beyond the term of the IDIQ contract, the terms and conditions of the IDIQ contract will continue in effect through completion of the task order.

Successful respondent must demonstrate the ability and experience to work with staff to implement large and small scale, comprehensive, mixed-finance, mixed-income, and mixed-use revitalization plans that includes both residential and non-residential uses including commercial/retail, offices, community facilities, condominiums/townhomes/single-family houses for rental communities.

Additionally, respondents should list any development consulting services that have been provided in the past to clients as it relates to the closeout and the possible re-syndication of tax credit properties. Finally, proposals should demonstrate extensive development experience in the fields of master planning and urban redevelopment through various housing programs offered by the U.S. Department of Housing and Urban Development Program (HUD), Florida Housing Finance Corporation (FHFC), and Federal Housing Administration (FHA).

Examples of programs that PBCHA, its instrumentalities and/or affiliates have used and/or are investigating to develop affordable housing include but are not limited to the following:

- Housing Opportunities for People Everywhere (HOPE VI)
- Rental Assistance Demonstration (RAD) Program
- Choice Neighborhood Initiative
- Low Income Housing Tax Credits (LIHTCs)
- Community Development Block Grant Program (CDBG)
- FHA Section 221(d)(4), 223(f) and Section 202 programs
- Florida Multifamily Housing Revenue Bonds

Although the above referenced programs are currently being used or have historically been used by PBCHA, its instrumentalities, and/or affiliates to develop affordable housing, respondents awarded IDIQ contracts via this RFP will not be limited to only investigating the use of these potential funding sources.

Note that task orders issued via this RFP shall be specific to any property owned and controlled by PBCHA, its affiliates, instrumentalities or partnerships. Furthermore, it may also include any new endeavor or partnership with Palm Beach County, a municipality within Palm Beach County, another entity, or agency.

It is also the intent of PBCHA, its instrumentalities, and/or affiliates that the Property Manager of any future and present redeveloped property or properties will be self-performed by PBCHA or its property management affiliate from the beginning of the process.

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

II. STATEMENT OF NEEDS:

This Request for Proposals (RFP) is seeking for qualified professionals to provide an indefinite delivery, indefinite quantity ("IDIQ") of various Development Consulting Services. Proposals from respondents may contemplate providing these services to PBCHA as individuals, firms, or teams. Specifically, PBCHA intends to establish a pool of two (2) or more qualified professionals as Development Consultants to serve in a full-service capacity for the purposes of advising PBCHA, its instrumentalities, and/or affiliates, as-needed, on development matters and programs of work involving public and/or affordable housing assets that will be disposed of or redeveloped as part of its Five (5) Year Agency and/or Strategic Plan. Development Consultant(s) selected for the IDIQ pool will report to and be a direct advisor to the Chief Development Officer and/or her designee. The initial statement of work will involve reviewing PBCHA's housing portfolio, Guiding Principles for Development, Annual Plan and 5-Year Plan to determine which types of initiatives should be implemented to further PBCHA's mission. Development Consultant(s) will also work closely with PBCHA and any third-party financial advisors to ensure that short- and long-term development plans are feasible as it relates to its sources of revenue and existing financial obligations. Development Consultant(s) may also be requested to provide staff augmentation services, as necessary, to ensure that development initiatives are completed timely.

The response should include evidence of the respondent's qualifications and previous experience relative to the provision of such services. Respondents shall certify their ability to start work immediately and should provide a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based. The response should include a Project Team Organization Chart and resumes of key personnel who will constitute the lead consultant under this RFP.

The selected Development Consultant(s) will be responsible for providing certain financial and development advisory services with respect to the acquisition, financing, construction, and/or rehabilitation of PBCHA or Spectra-owned property(ies) while working with the PBCHA to prepare a final Master Plan for the redevelopment of PBCHA or Spectra-owned sites and surrounding neighborhoods in consultation with and subject to the approval of PBCHA, community residents, and other key stakeholders.

The selected Development Consultant(s) will also be required to work cooperatively with the PBCHA towards implementation of the revitalization effort, as outlined in the approved Master Plan, and in accordance with the schedule as approved by PBCHA.

The PBCHA or its affiliates will serve as the developer for all and any new development. However, Development Consultant(s) may be issued task orders to provide development consulting services for its projects that have co-developers. Note that PBCHA, its instrumentalities, and/or affiliates intend to submit financing applications for the U.S. Department of Housing and Urban Development's (HUD) Choice Neighborhood Initiative (CNI) Program, Palm Beach County Housing Finance Corporation of Palm Beach County (HFCPBC) and with Florida Housing Finance Corporation (FHFC) for low-income housing tax credits. The selected Development Consultant(s) are expected to take the lead in preparing the financing applications for the PBCHA, as well as, to work closely with other key stakeholders. As it relates to projects where PBCHA has a codeveloper, the Development Consultant(s) may assist PBCHA and its development partner with the applications.

THE DEVELOPMENT CONSULTANT'S ROLE

The selected Development Consultant(s) may provide staff augmentation services to PBCHA, its instrumentalities, and/or affiliates successful respondents may be issued task orders to provide the following services:

- Preparation of a Development Strategy or Master Plan that shall include:
 - (1) a timetable with milestones for completion.
 - (2) a study sufficient to identify the need to build additional housing units, and if so, determining the: type (elderly, assisted living, mixed income, etc.) and number of housing units, location of the required housing units, and the proposed construction schedule for the housing units.
 - (3) a list of all known available funding sources for each proposed action including traditional and alternative financing options.
 - (4) a management plans.
 - (5) considerations and certifications as may be required to obtain city, state, federal, or HUD approvals necessary to initiate any proposed projects.
 - (6) a plan and recommendation for public relations that is designed to assure resident, community, and local government support for any development, as well as, to make provisions for communication with the local HUD office and other key affordable housing program administrators.
 - (7) a review of local housing inventory to determine and make recommendations for any potential acquisitions of existing single family or multi-family housing within the respective development areas.
- Collaborating with Palm Beach County Housing Authority to establish Development Team.
- Collaborating with an architect on a plan that includes all necessary components including, but not limited to, designs, street layout and common area facilities based on the Master Plan, as well as understanding and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the sites at each phase of development.

- Obtaining or assisting with obtaining financing through the use of Low Income Housing Tax Credits (LIHTC), State Housing Initiatives Partnership (SHIP) funds, State Apartment Incentive Loan (SAIL) funds, Community Development Block Grant (CDBG) funds, Choice Neighborhood Initiatives (CNI), Multifamily Housing Revenue or Equity Bonds and other public or private funding opportunities to develop the property.
- Collaborating with the PBCHA to develop detailed development and operating budgets. The selected Development Consultant will be required to expand and update the budgets throughout the development process.
- Collaborating with the PBCHA and its legal team to create an ownership structure for the development which shall include an affiliate of the PBCHA as a general partner.
- Overseeing development of a market study for each phase of development as required.
- Collaborating with the PBCHA to develop a construction strategy and development implementation schedule.
- Collaborating with the PBCHA in the procurement of the construction contractor.
- Assisting the PBCHA in obtaining all required building permits and zoning approvals.
- Providing regular monthly reports to the PBCHA on the progress of the development efforts including work-completed, associated costs, schedule and budgetary requirements.
- Developing a plan for participation by D/M/WBE and Section 3 business concerns throughout the development and providing genuine training and employment opportunities to Section 3 individuals.
- Assisting PBCHA with developing and maintaining a working partnership with the residents and other stakeholders to promote the community vision and comprehensive master plan.
- Assisting PBCHA with developing and maintaining linkages between the new development and the surrounding neighborhood.
- Assisting the PBCHA property management (PBCHA Management) company in developing marketing and lease-up plan.
- Overseeing and otherwise assisting with asset management functions as required through lease-up and conversion to permanent financing.

The respondent should indicate its approach to the division of work and responsibility between it and the PBCHA. In its response, each respondent must demonstrate the following: a. Experience in the development/revitalization of neighborhoods; b. Experience with Florida Housing Finance Corporation (FHFC) funding applications; c. Experience in the development, construction, and operation of a housing development as well as with Preservation and Redevelopment as it is defined by FHFC; d. Expertise in housing developments that incorporates low income housing tax credit and affordable housing financing including project-based vouchers; e. Expertise in regulatory compliance issues; f. Expertise in Section 3, WBE, Small Disadvantaged Business, and MBE compliance; g. Expertise with municipal and county government authorities which regulate the permits and utilities necessary for the development. The response shall include a description of the Offeror's knowledge of real estate financing and mixed finance development methods and sources including identification of all successful financing

secured from competitive application processes for residential development projects over the past five years particularly within the state of Florida, if any. The response should provide five (5) corporate references for development projects during the last five years that include: one (1) community partner reference, one (1) housing authority references (at least one (1) located in the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference.

- Providing certain financial and development advisory services in relation to the acquisition, financing, construction and/or rehabilitation of PBCHA or SPECTRA-owned and acquired property(ies).
- Assisting PBCHA with developing a conceptual plan that provides and outlines strategies for the successful acquisition of low-income housing tax credit project losing affordability within the next 5 years.

III. GENERAL STATEMENT:

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

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

IV. TYPE OF CONTRACT:

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

V. EVALUATION CRITERIA:

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

An evaluation committee shall evaluate and score each proposal using method described in this request for proposal. The evaluation committee shall make a recommendation to the President/CEO. The President/CEO shall make a recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm to be awarded the contract. A contract will be awarded to the Proposer whose proposal best meets the needs and requirements of PBCHA.

Failure to meet the threshold requirements may result in rejection of the proposal. PBCHA reserves the right to reject any and all proposals, to award one or more contracts or no contract. An interview with finalists may or may not be required at the discretion of

PBCHA. In the event an interview is required, the interview will be evaluated using up to a possible ten (10) bonus points. Points awarded will be added to Proposers final score.

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

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

No.	Criteria	Weight
1.	Evidence of firm's ability to perform the work, as evidenced by profiles of the principles and staff's professional and technical competence, experience and facilities.	15
2.	Past performance in terms of quality of work and compliance with performance schedules.	10
3.	Specific experience relative to the development of Goals, Objectives and Work Plans for public and private corporations with business operations similar in nature to a public housing authority.	20
4.	Comprehensiveness of proposed methodology to complete this assignment.	20
5.	Evidence of Respondent's knowledge of local, state & federal regulatory requirements related to affordable housing development and/or redevelopment, which includes all potential PHA Assets, repositioning options & strategies. Respondent should address it understanding of financing affordable housing.	20
6.	Proposed plan for the utilization of minority business enterprise and Section 3 entities in the execution of services under this contract.	20
7.	Completeness and general response to this Request for Proposal.	5

VI. NEGOTIATION AND AWARD:

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

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

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

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

VII. PRE-PROPOSAL CONFERENCE:

An optional per-proposal conference will be held on Tuesday, December 16, 2020 at 1:00 pm. By virtual connection. All respondents that want to attend please email contract officer for meeting invite. Please contact by email: kejames@pbchaf1.org.

VIII. SUBMITTAL OF PROPOSAL:

Proposals shall be received by 2:00 p.m. (prevailing West Palm Beach, FL time) on Tuesday, January 28, 2021 at 3432 W 45th Street, West Palm Beach, FL 33407. Proposals received after this date and time will be rejected. Copies of this Request for Proposal are available electronically by visiting PBCHA's website www.pbchaf1.org under doing business with Palm Beach County Housing Authority or by contacting the Contracting Office at 561-684-2160, ext. 107.

Respondents are required to submit One (1) original and five (5) copies of their proposal submitted in accordance with this RFP to the address listed below:

Palm Beach County Housing Authority
ATTN.: Kerry L. James, Chief Administrative Officer
West Palm Beach, FL 33407

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

Request for Proposal
FOR
Development Consultant of Affordable Housing in Palm Beach County
Solicitation NO. PBCHA-RFP-2020-32

IX. PROPOSALS SHALL INCLUDE THE FOLLOWING REQUIRED COMPONENTS:

1. A cover page and Letter of Interest that includes the following information:
 - a. Respondent entity's name and mailing address.
 - b. Respondent's current legal status: corporation, partnership, etc.
 - c. Respondent's Federal ID number or Social Security number.
 - d. Contact person's name, title, phone number, fax and e-mail address.
 - e. Signature of authorized corporate officer for the entity proposing.

2. Description and evidence of the nature of each Respondent's commitment to the project, and a summary of the team members past experience in working together. A description of the Respondent's experience in similar projects and roles must be included, including location, type of facility, beginning and ending dates of involvement, and information about any continued financial or operating interest in each.
3. The respondent must provide the most recently completed financial statements from a similar project which it owns and/or operates to evidence comparable operating experience and sound operating/financial management.
4. Evidence of the firm's efforts to encourage and utilize minorities, women and minority business enterprise firms, and Section 3 businesses in its operations.
5. Not less than five recent references from clients that the Respondent has performed services of a similar nature. Include project name, contact person name, address and telephone number along with a description of the project of work performed.
6. The following completed forms:
 - a. HUD-5639-C Certifications & Representations of Offerors, Non-Construction
 - b. Non-Collusive Affidavit
 - c. Section 3/MBE Compliance Certification Form
 - d. Section 3 Certification of Efforts to Comply
 - e. Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes
7. Documentation in sufficient detail to substantiate each of the listed evaluation criteria.

X. ACCEPTANCE OF PROPOSALS:

Proposal must be signed, sealed and received in completed form at the PBCHA Contracting/Procurement Office located at 3432 W 45th Street, West Palm Beach, FL 33407 no later than the proposal submission time and date. Proposals submitted after the designated date and hour will not be accepted for any reason.

PBCHA reserves the right to accept or reject any or all Proposals, to take exception to these RFP specifications or to waive any irregularities and/or informalities. Respondents may be excluded from further consideration for failure to comply fully with the specifications of this RFP. The Owner also reserves the right to reject the Proposal of any Respondent whose has previously failed to perform properly, or to complete on time, contract (s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

XI. QUESTIONS:

All questions regarding this RFP must be emailed to kejames@pbchaf1.org with the subject heading "Development Consultant of Affordable Housing RFP-2020-32 Questions". The deadline for submitting questions is **five (5) days prior to closing**. All questions submitted will be answered no later than 5 calendar days before proposal submission deadline with copies to all who have registered. Registered respondents are those contractors that were in attendance in the Pre-proposal Conference or have contacted procurement by email to be added to the list of respondents.

Proposals may be withdrawn by written request any time prior to the deadline for receiving proposals. After that time, proposals cannot be withdrawn and must be open for acceptance for a period not to exceed sixty (60) calendar days from the date of submission for the purpose of evaluating proposal documents and investigating the qualifications of the Proposer.

PBCHA reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities. The Authority, in accordance with the Executive Order 11625 and 12138, encourages participation by businesses owned and operated by minorities and women.

Persons who require special accommodations should immediately contact the Authority's Contracting Office at (561) 684-2160 extension 107.

XII. CONFIDENTIAL MATERIAL:

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

XIII. FINANCIAL STATEMENTS:

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

XIV. INCURRING COST:

PBCHA is not responsible for any cost incurred by any Respondent prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Respondent. All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Respondents.

All supporting documentation and manuals submitted with each Proposal would become the property of the Owner unless otherwise indicated by the Respondents at the time of submission.

XV. INELIGIBLE CONTRACTORS:

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

XVI. INSURANCE REQUIREMENT:

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

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

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

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

The Proposer and all subcontractors agree that insurers shall waive their rights of Subrogation against the Palm Beach County Housing Authority.

The Proposer expressly understands and agrees that any insurance or self-insurance programs maintained by the Palm Beach County Housing Authority should

apply in excess of and not contribute with insurance provided by the successful Proposer and subcontractors under the Contract.

1. The successful Proposer shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to Properties which may arise from or in connection with the performance of the work hereunder by Proposer, its agents, representatives, volunteers, employees or subcontractors. Proposer acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.

A. Proposers' insurance coverage shall be primary and non-contributory with respect to PBCHA, its officials, employees and volunteers.

B. To the extent that subcontractors may be used, Proposer shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

C. Certificates of insurance and endorsements shall be furnished to PBCHA and approved by PBCHA before services are furnished. PBCHA must be named as an "Additional Insured".

D. The following standard insurance policies shall be required:

Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to PBCHA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements should be furnished to and approved by PBCHA before work commences. PBCHA reserves the rights to require complete, certified copies of all required insurance policies at any time.

XVII. INDEMNIFICATION:

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold the Owner, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind.

Each Respondent is required to provide a written history of litigations that their firm has been involved in for the past 5 years.

XVIII. LICENSING REQUIREMENT:

Each Respondent and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required by Palm Beach County/Business Tax Receipt to perform in accordance with the contract scope of services herein. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Respondent is presumed to be familiar with all Federal, State and Local laws, ordinances, codes rules and regulations that may in any way affect performance on the proposed management services contract.

ATTACHMENT A

**HUD-5369-C Form – Certification & Representation of Offerors, Non-
Construction**

(Pages 1 – 2)

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT D

HUD-5370-C Form – General Conditions for Non-Construction Contracts

(Pages 1 – 6)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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 E
Non-Collusive Affidavit

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 F

Section 3/MBE Compliance Clause and Commitment Form

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	\$29,300	\$33,450	\$37,650	\$41,800	\$45,150	\$48,500	\$51,850	\$55,200
Extremely Low (30%) Income Limits	\$17,600	\$20,100	\$22,600	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Low (80%) Income Limits	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

Minority Business and Section 3 Participation
Commitment Form

Project Name: Housing Quality Standards (HQS) Inspections

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

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

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

_____ **Percent ***

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

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

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

Firm’s Name

Name of Authorized Officer – printed

Date

Signature of Authorized Officer – signed

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

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

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

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

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

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

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

For Business entity as applicable:

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

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

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

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

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

Development Consultant of Affordable Housing in Palm Beach County

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

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

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(Attested by)

Date

Authorizing Signature
(Attested by)

ATTACHMENT G

Sworn Statement Pursuant to Florida Status on Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is. _____
2. My relationship to _____ (name of Offeror or business) is _____ (Relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months.
6. Neither the Offerors or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____, who is personally known to me or who has
produced _____ as identification and who did not take an oath.

_____ Notary Public

My Commission Expires: _____