



PBCHA Request for Proposal PBCHA-RFP-2021-09 Legal Services

Issue Date: Monday, April 26, 2021

Pre-proposal conference: Tuesday, May 11, 2021 @ 10:00 AM

Preproposal will be held virtually see pre-proposal section.

Closing Date and Time: Thursday, May 27, 2021 @ 2:00 PM EST

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

All Inquiries For Information Should Be Directed To:

LaQuavial Pace, Procurement Manager

3432 W. 45th Street

West Palm Beach, Florida 33407

(561) 684-2160 x 107 (voice mail)

Email: lpace@pbchaf1.org

**PALM BEACH COUNTY HOUSING AUTHORITY
3432 W 45TH STREET
WEST PALM BEACH, FLORIDA 33407
PBCHA-RFP-2021-09**

Issue Date: April 26, 2021

Title: Legal Services

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 **May 27, 2021 @ 2:00PM EST** For Furnishing The Goods/Services Described Herein.

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

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Palm Beach County Housing Authority, Procurement Department, 3432 W. 45th Street, West Palm Beach, Florida 33407. 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. All vendors are encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation (www.PBCHAFL.org)

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I. PURPOSE

The Palm Beach County Housing Authority (PBCHA) acting for itself, instrumentalities and/or affiliates is soliciting proposals from qualified, licensed, and insured entities for an indefinite delivery, indefinite quantity (“IDIQ”) to provide **Legal Services** to the PBCHA. 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.

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

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

II. STATEMENT OF NEEDS:

This Request for Proposals (RFP) is seeking for qualified professionals to provide an indefinite delivery, indefinite quantity (“IDIQ”) from qualified, licensed, bonded, and insured entities to provide **Legal Services** to PBCHA as individuals, firms, or teams. Specifically, PBCHA intends to establish a contract with a legal firm or team in a full-service capacity for the purposes of advising PBCHA, its instrumentalities, and/or affiliates, as-needed, on legal matters for programs and matters that are included in the General Technical Requirements. Legal Services Firm(s) selected for the IDIQ pool will report to and be a direct advisor to the Chief Executive Officer (CEO)/Executive Director (ED) and/or her designee.

III. GENERAL STATEMENT:

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

A. PBCHA RESERVATION OF RIGHTS:

1. PBCHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the housing authority to be in its best interests.
2. PBCHA reserves the right not to award a contract pursuant to this RFP.
3. PBCHA reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful offeror(s).
4. PBCHA reserves the right to determine the days, hours, and locations that the

successful offeror(s) shall provide the services called for in this RFP.

5. PBCHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of PBCHA Contracting Officer (CO).

6. PBCHA reserves the right to negotiate the fees proposed by the offeror entity.

7. PBCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

8. PBCHA shall have no obligation to compensate any offeror for any costs incurred in responding to this RFP.

9. PBCHA shall reserve the right at any time during the RFP or contract process to prohibit any further participation by an offeror or reject any proposal submitted that does not conform to any of the requirements detailed herein.

IV. SCOPE OF WORK:

The Palm Beach County Housing Authority is seeking proposals from qualified, licensed, and bonded entities to provide the following detailed services:

A. PBCHA is seeking proposals from qualified, licensed, insured, and bonded entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the housing authority. The successful offeror shall be the legal advisor to the PBCHA Board of Commissioners (BOC) and the PBCHA Executive Director (ED) and services included, but are not limited to the following:

1. Review of BOC meeting agendas; attendance at BOC meetings @ 8:00 AM on the fourth (4th) Monday of every month; compliance with the Florida Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), PBCHA policies and procedures, and BOC Bylaws, and actions that will put PBCHA at risk for liability exposure;
2. Regulations pertaining to Federal, State, and local government, including housing, real estate, procurement and contractual issues;
3. Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA)

4. Employment issues, including personnel rules; collective bargaining agreements; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements;
5. PBCHA retains the right to have the successful offeror provide services in any matter that PBCHA believes the legal firm is qualified to provide and if, in the opinion of the ED, it is in the best interests of PBCHA to do so.
6. The successful offeror will only be providing work pertaining to legal issues commonly addressed by legal counsel and the successful offeror will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.
7. As may be further detailed herein, PBCHA may, on an as-needed basis, require the successful offeror to provide services pertaining to PBCHA related matters within the following areas, each pertaining to applicable Federal, State, and local regulations, statutes, laws, and codes:
 - a) Human Resources;
 - b) Accounting, Finance and related audits;
 - c) Operations;
 - d) Maintenance;
 - e) Assist with Freedom of Information Act Compliance;
 - f) Development and Modernization;
 - g) Information Technology;
 - h) Housing Programs;
 - i) Section 8;
 - j) U.S. Department of Housing and Urban Development (HUD);
 - k) Real Estate and Tax Credit; and
 - l) Terminations and Evictions.
 - m) Any other matter PBCHA needs services.

8. Please note that the preceding is not intended to be an all inclusive

B. If the successful offeror does not have in-house a qualified person to provide any services required by the PBCHA, the successful offeror may retain another counsel who has such qualified person. Such retention must have the prior written approval of PBCHA. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful offeror may not add-on an additional amount to the

contracted hourly fee for retaining and overseeing such additional counsel). As PBCHA will contract with the successful offeror only, all ensuing payments for any contracted matter will be made by PBCHA to the successful offeror only.

1. PBCHA reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of PBCHA to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

C. Successful offeror will have an in-house primary point of counsel by designating a principle partnering attorney to PBCHA legal matters. Primary counsel will attend monthly BOC meetings.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. RFP RESPONSE

1. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal must be submitted to PBCHA on or before closing date.
2. Proposals shall be received by **2:00 p.m. (prevailing West Palm Beach, FL time) on Thursday, May 27, 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.pbchafll.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.: LaQuavial Pace, Procurement Manager
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
Legal Services
Solicitation NO. PBCHA-RFP-2021-09

B. PROPOSAL PREPARATION

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in PBCHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that substantially incomplete or lack key information may be rejected by PBCHA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Offerors should at a minimal address in detailed services within Section IV Statement of Needs.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration or lower scores if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for PBCHA pursuant to the RFP shall belong exclusively to PBCHA and be subject to public inspection in accordance with the Florida Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Florida Freedom of Information Act; however, the Offeror must invoke the protections of 2020 Florida Statutes Title X Chapter 119 Section 1, in writing,

either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute confidential, proprietary or trade secret information. The classification of an entire proposal document, line item prices, and/or total proposal prices as confidential, proprietary or trade secret does not properly invoke the statutory exemption from public disclosure and is therefore not acceptable and may result in rejection of the proposal.

C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to RRHA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. RRHA will schedule the time and location of these presentations. Oral presentations are an option of RRHA and may, or may not, be conducted.

D. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that RRHA may properly evaluate your capabilities to provide the required good/services.

Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. Provide the names of the person(s) who will be authorized to make representations for the Offeror, their titles, addresses, and telephone numbers. Provide information that the person signing the RFP is authorized to bind the firm(s).
2. All HUD Forms listed as attachments in the RFP, Statement of Offeror's Qualification, attachments to the RFP, and other specific items or data requested in the RFP. A certificate of insurance or other evidence of insurance satisfactory to RRHA to meet the insurance requirements outlined in the RFP.
3. A written narrative statement to include:
 - a) Describe the Offeror's understanding of the work to be performed in the RFP. RRHA is interested in contracting with a law firm(s) that offers information database access to its client i.e., ability to visit the firm's website "library" for purposes of downloading legal forms and/or useful language for use by the client in preparing written solicitations and/or applications useful to the client organization. Please identify the availability of this feature in your proposal.
 - b) Identify if the Offeror is a local, regional, national, or international firm.
 - c) Provide the names, addresses and a brief statement of the qualifications and experience of any firm(s) that have agreed to assist the Offeror in providing any of the services listed in the RFP's Statement of Needs, along with

percentage of participation description of the relationship of the Offeror to such firm(s). (e.g., joint venture, subcontract, etc.)

d) PBCHA has an agency goal to take all necessary steps to assure that qualified small, women-owned and minority business enterprises (MBEs) public housing resident-owned and Section 111 vendors are used when possible. It is the policy of PBCHA to encourage and promote economic opportunity by encouraging participation by MBEs and Section III vendors in PBCHA contracts through subcontracting, joint ventures, or other contracting methods. Please address the action that the Offeror will take if awarded the contract to assist and support PBCHA in achieving the economic opportunity goals as described.

e) A complete detailed resume of the Offeror (including, but not limited to, a summary of the lawyers, other staff members and computer capabilities of the Offeror) and other relevant information which would demonstrate the capacity, resources, experience, and expertise of the Offeror in performing the above-described services.

f) A listing and a description of the capacity, education, experience, knowledge, skills, and qualifications of the attorneys in the firm who are to be assigned to RRHA's account, their respective responsibilities for the above described legal services to be performed under the contract, the estimated percentage of such legal services to be performed by each attorney in the firm.

g) A list of at least four (4) references where the Offeror has provided the services described in the RFP. Include the organization, contact name, title, location, telephone number, and email address. Provide the information on past and current contracts.

h) A description of the Offeror's system for identifying potential conflicts of interest, an identification of any existing conflicts of interest providing the above described legal services to RRHA and the manner by which the Offeror will resolve any such conflicts of interest prior to commencement of the contract for legal services, and the Offeror's representation that (i) upon commencement of the contract for legal services, the Offeror will have no conflicts of interests that would prevent or restrict the Offeror from representing RRHA in the performance of any of the above described services and (ii) in the event that any future conflict of interest arises during the contract term as a result of the Offeror's representation of RRHA and any other party included in or affected by the programs and operations of RRHA, the Offeror shall continue to represent RRHA and shall decline, terminate or limit the legal representation of such other party so as to avoid any such conflict of interest in a manner acceptable to RRHA.

i) Proposed billing systems should include billing entries tracked in increments of 0.10 of an hour and itemized by subject matter and task. "Block billing" is not permitted.

VI. 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 Offeror 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 ED/CEO. The ED/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 Offeror 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 Offerors final score.

All offerors, or only Offerors 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.	Capacity and Resources: The Offeror must have the capacity and resources to perform the legal services described in the RFP	25
2.	Expertise, Qualifications and Experience: The Offeror's attorneys must have demonstrated expertise and significant experience and qualifications for providing the legal services described in the RFP.	40
3.	Record of Performance: The Offeror and its attorneys must have a record of highly satisfactory performance in providing the legal services described in the RFP. Relevance and strength and references.	25
4.	Demonstrated commitment of the Offeror to furthering RRHA's economic opportunity. Section III and MBE/WBE.	10

VII. NEGOTIATION AND AWARD:

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

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

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

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

VIII. PRE-PROPOSAL CONFERENCE:

An optional per-proposal conference will be held on [Tuesday, May 11, 2021 at 10:00 am](#). By virtual connection. All respondents that want to attend please email contract officer for meeting invite. Please contact by email: lp@pbchaf.org.

IX. QUESTIONS:

All questions regarding this RFP must be emailed to lp@pbchaf.org with the subject heading "Legal Services PBCHA RFP-2021-09 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 Offeror.

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.

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

X. CONFIDENTIAL MATERIAL:

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

XI. 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.

XII. 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.

XIII. 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.

XIV. INSURANCE REQUIREMENT:

The successful Offeror 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 Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Offeror 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 Offeror 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 Offeror 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 Offeror shall require all subcontractors to carry the insurance required herein, or the Offeror 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 Offeror and all subcontractors agree that insurers shall waive their rights of Subrogation against the Palm Beach County Housing Authority.

The Offeror 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 Offeror and subcontractors under the Contract.

1. The successful Offeror 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 Offeror, its agents, representatives, volunteers, employees, or subcontractors. Offeror 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. Offerors' 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, Offeror 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.

XV. 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.

XVI. 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-B Form – Instruction to Offerors Non-Construction

(Pages 1 – 2)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT B
**HUD-5370-C1 Form – General Conditions for Non-Construction
Contracts**
(Pages 1 – 6)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

ATTACHMENT C
Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)

_____, being first
duly sworn, deposes and says that:

(1) He is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the
attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived,
or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in
connection with the contract for which the attached bid has been submitted or to refrain from bidding in
connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement
or collusion or communication or conference with any other bidder, firm or person to fix the price or
prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against the Palm Beach County Housing Authority or
any person interested in the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20____

My Commission Expires _____

ATTACHMENT D
**HUD-2992 Form – Certification Regarding Debarment
and Suspension**

Certification Regarding Debarment and Suspension

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

ATTACHMENT E

HUD-92010 Form – Equal Employment Opportunity Certification

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

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

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

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

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

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

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

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

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

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

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

Firm Name and Address

By

Title

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

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F
G1 – Certification of Eligibility

ATTACHMENT G-1
CERTIFICATION OF ELIGIBILITY

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

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

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

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT G
G4 – Conflict of Interest Statement

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

PART I. CONFLICT OF INTEREST

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

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

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

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

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

Name and Address of Responder

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

Signature of Authorized Representative or Official of Bidder/Responder

Date

ATTACHMENT H

G5 - Certificate and Disclosure Regarding Payment

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

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

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official Responder

Date

ATTACHMENT I
G7 – Clean Air and Water Certification

ATTACHMENT G-7
CLEAN AIR AND WATER CERTIFICATION

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

2. Responder's Signature:

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

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official Responder

Date

ATTACHMENT J
G9 – Certification Regarding Lobbying

ATTACHMENT G-9
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

Name and Address of Responder

Type Name and Title of Authorized Official or Representative of Responder

Signature of Authorized Representative or Official of Responder

Date

ATTACHMENT K
OMB 0348-0046 Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

ATTACHMENT L

Section 3 Clause and Minority Business Participation Commitment Form

SECTION 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	\$30,000	\$34,250	\$38,550	\$42,800	\$46,250	\$49,650	\$53,100	\$56,500
Extremely Low (30%) Income Limits	\$18,000	\$20,600	\$23,150	\$26,500	\$31,040	\$35,580	\$40,120	\$44,660
Low (80%) Income Limits	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

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> \$47,950	<u>2 persons</u> \$54,800	<u>3 persons</u> \$61,650	<u>4 persons</u> \$68,500
<u>5 persons</u> \$74,000	<u>6 persons</u> \$79,500	<u>7 persons</u> \$84,950	<u>8 persons</u> \$90,450

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

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

_____ **Percent ***

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

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

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

Firm’s Name

Name of Authorized Officer – printed

Date

Signature of Authorized Officer – signed

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

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

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

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

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

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

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

For Business entity as applicable:

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

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

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

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

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

Legal Services

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)