



PBCHA Request for Quotes PBCHA-RFQ-2023-06
Residential Inspection Services
Issue Date: March 29, 2023
Closing Date and Time: April 12, 2023 @ 2:00 PM

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

SEALED BIDS MUST BE EMAILED, OR HAND DELIVERED TO THE APPLICABLE ADDRESS SHOWN ON PAGE 2 OF THE SOLICITATION. FAXED BIDS WILL NOT BE CONSIDERED.

All Inquiries For Information Should Be Directed To:
LaQuavial Pace, Contracts and Procurement Manager
3333 Forest Hill Blvd
West Palm Beach, Florida 33406
(561) 684-2160 x 107 (voice mail)
Email: lpac@pbchaf1.org

PALM BEACH COUNTY HOUSING AUTHORITY
3333 FOREST HILL BLVD
WEST PALM BEACH, FLORIDA 33406
PBCHA-RFQ-2023-06

Issue Date: March 29, 2023

Title: Residential Inspection Services

Issuing Agency: Palm Beach County Housing Authority
3333 Forest Hill Blvd
West Palm Beach, Florida 33406

Period of Contract: From Date of Award Through Project Completion.

For Furnishing The Goods/Services Described Herein.

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

IF QUOTES ARE EMAILED, SEND DIRECTLY TO THE EMAIL SHOWN ABOVE. IF QUOTES ARE HAND DELIVERED, DELIVER TO: Palm Beach County Housing Authority, Procurement Department, 3333 Forest Hill Blvd., West Palm Beach, Florida 33406.

In Compliance With This Request for Quotes 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:

_____ Zip Code: _____

FEI/FIN NO. _____

E-mail: _____

D&B Number: _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

Phone: (_____) _____

Fax: (_____) _____

NOTE: Changes to this RFQ may be issued in the form of an addendum at any time prior to the due date and time for submitting bids. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax, or email). The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Officer. Any vendor who did not directly receive a copy of the RFQ from PBCHA is encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation (www.pbchafl.org) and to contact the Procurement Officer to have their name added to the mailing list. PBCHA's purchasing regulations require each Bidder to submit a signed copy of the addendum to be included with the firm's response to the solicitation.

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I. **PURPOSE:** The Palm Beach County Housing Authority hereby solicits and requests quotes from qualified firm(s) to provide inspection services for public housing scattered homes. This request for price quotation is not an offer to buy and should not be assumed as such.

II. **BACKGROUND:**

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

III. **SCOPE OF WORK:**

PBCHA is seeking quotes from qualified, licensed firm(s) with demonstrated professional competence and experience to provide all labor, equipment, goods, and supplies necessary to provide inspection services at residential properties and other related services. The residential properties are conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD); properties for this scope consist of scattered sites.

Inspections include visual examination of the conditions of the unit, comment on possible tenant damage, take photos, include flatwork, foundation, roofs, interior and exterior conditions, electrical service, and condition of utilities. Also, please note any infestations or dangerous conditions that may be evident. When inspecting the exterior of the building, please indicate finding of surface cracks in building structure as well as foundation and if it may be a major repair or maintenance repair. The inspector needs to complete a full assessment of general landscaping conditions and parking areas and provide the findings in report.

Testing. Test all wall heating units you may encounter. Test drainage in tubs and sinks to evaluate any possible blockages in the main sewer lines by clogging or tree roots.

Repairs. Note all critical and non-critical repairs and note impact resistant doors/windows or lack thereof. Repairs should be reported room-by-room, in a similar fashion as on checklist provided, create a column on the far right of the listed repairs and include estimate cost of repairs. Indicate bedrooms described by their position from the front of the home looking in report all repairs as required and in the last column give approximate

costs of such repairs. Repairs shall include all work required prior to repair the unit to a finished condition in advance of future interior and exterior painting projects.

3.1 General Requirements:

3.1.1 Inspection shall occur during normal working hours from 7:30 a.m. – 6:30 p.m. Monday – Thursday. Please be advised that PBCHA is closed on Friday and all major holidays. Work will proceed Monday through Thursday from 8:00 a.m. to 5:00 p.m. a minimum of four homes to be inspected per day.

3.1.2 Inspector must work with Property Manager to schedule inspections in accordance with the Agency Policy (this includes adherence to regulation requiring inspections occur at reasonable times with reasonable notice, and PBCHA's lease agreement.

3.1.3 PBCHA will schedule and notify residents of inspection dates. If the resident is not home, the PBCHA representative will enter the unit with the inspector(s) to ensure access into the unit.

3.1.4 Inspectors must provide written inspection results with pictures to the Contract Administrator and Property Manager within one week of completion of inspections. Any exigent health and safety deficiencies found on the property must be reported to the Contract Administrator and Property Manager in writing before the close of business on the day of inspection.

3.1.5 Contractor shall make all effort to reduce to a minimum any inconvenience to the employees and residents.

3.1.6 Contractor must provide, at Contractor's own expense, all equipment, labor, materials, supplies, tools, etc., necessary to perform all the required services under this RFQ.

3.1.7 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by PBCHA, Contractor shall immediately replace such personnel with an acceptable substitute to PBCHA.

3.1.8 Contractor shall inform PBCHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email address.

Timing of Reports. A project-specific report containing a unit-by-unit summary of findings (if applicable) must be submitted to PBCHA within seven (7) days of the inspection via e-mail or as deemed by PBCHA. Contractor completed reports should be email directly to mquinn@pbchafll.org and dwilson@pbchafll.org.

Reporting. The reporting should be by unit, room by room, not grouped by repairs, include a visual examination of the property's components with photos, a narrative of the condition of the home, detailed checklist of conditions and needed repairs, including Mechanical, Electrical and Plumbing equipment using the checklist provided. Evaluate if electrical panels can provide enough power for the current use of the family, air conditioners, etc. The inspector shall report on lead paint concerns if any when reporting.

Change in Scope of Work. Any work required outside the original scope of work must be clearly defined and submitted in writing by the Contractor prior to changes being made.

Any change orders submitted and approved will be an addendum to the original contract/ purchase order and payments will be made accordingly. Any change orders not approved and signed by the Palm Beach County Housing Authority (PBCHA) representative will be at the contractor's expense.

IV. PROHIBITION AGAINST LIENS:

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's shall be the Declaration of Trust or other liens approved by HUD.

V. SCHEDULE:

Contractor shall commence all services immediately pursuant to a signed agreement and upon receipt of a written notice to proceed and shall perform all services within the periods(s) established by PBCHA.

VI. BID SUBMISSION INSTRUCTIONS:

1. Bids are due:
April 12, 2023 @ 2:00 p.m.
Delivered or mailed to:
3333 Forest Hill Blvd
West Palm Beach, FL 33406
2. Bids submitted electronically should be in MS Word Adobe formats only to:
LaQuavial Pace
PBCHA Contractors and Procurement Manager
3333 Forest Hill Blvd
West Palm Beach, FL 33406
(561) 684-2160 ext.107
3. Responses can be emailed to lpace@pbchafll.org. Please put **"Residential Inspection Services"** in the subject line. Making sure PBCHA receives your full solicitation is solely the responsibility of the respondent. PBCHA assumes no responsibility for your response or making sure that it is received on time.

VII. GENERAL TERMS AND CONDITIONS:

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

B. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Offerors certify that their bids are made without collusion or fraud and that they have not offered or received

any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

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

F. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

G. **PAYMENT**:

1. To Prime Contractor:

Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) of the federal employer identification number (for proprietorships, partnerships, and corporations).

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

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

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset

proceedings have been instituted as authorized under the Florida Fair Debt Collection Practices Act.

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

2. To Subcontractors:

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

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

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

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

I. QUALIFICATIONS OF BIDDERS PBCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the

services/furnish the goods and the bidder shall furnish to PBCHA all such information and data for this purpose as may be requested.

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

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

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

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

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

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

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units or work performed, subject to 's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PBCHA with all vouchers and records of expenses incurred and savings realized. shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PBCHA within thirty (30) days from the date of receipt of the written order from. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

2. Employer's Liability - \$100,000.
3. Automobile Liability (minimum) – \$1,000,000 combined single limit.
4. Commercial General Liability (minimum) - \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **PBCHA must be named as an additional insured and so endorsed on the policy.**
5. The Contractor shall indemnify, hold harmless and defend PBCHA, its officers, agents, servants, and employees from and against any claims, demands, losses,

liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- a) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
- b) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
- c) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or
- d) claims, suits, actions, or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

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

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

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

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

Q. **NONDISCRIMINATION OF CONTRACTORS:** An Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race,

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

R. PERSONNEL:

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

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

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

By executing this Contract, the Contractor accepts the right of PBCHA to appoint an employee to monitor the Contractor's compliance with the commitments and

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

VIII. SPECIAL TERMS AND CONDITIONS:

A. Notices:

1. Any notice, instruction, request, or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the contractor.

2. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed, or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified, or registered, postage prepaid, to:

Palm Beach County Housing Authority
Procurement and Contract Administration
3333 Forest Hill Blvd.,
West Palm Beach, FL 33406
ATTN: LaQuavial Pace, Contracts and Procurement Manager

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

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

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

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

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

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

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

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

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

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

J. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to PBCHA's satisfaction at the contractor's expense.

K. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

IX. METHOD OF PAYMENT:

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

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

Palm Beach County Housing Authority
Accounts Payable
3333 Forest Hill Blvd.,
West Palm Beach, Florida 33406
accounting@pbchafll.org

X. ATTACHMENTS:

- A. Scattered Sites Addresses
- B. PBCHA Inspection Checklist
- C. Non-Collusive Affidavit
- D. Certification of Non-Segregated
- E. Section 3 Clause and Minority Business Participation
Commitment Form
- F. HUD-5370-C General Conditions for Non-Construction Contracts
- G. HUD-50070 Certification for a Drug-Free Workplace
- H. G1 - Certification of Eligibility
- I. G3 – Certification Regarding Debarment, Suspension,
Ineligibility, and Voluntary Exclusion – Lower Tier Covered
Transactions
- J. G4 - Conflict of Interest Statement
- K. G5 - Certificate and Disclosure Regarding Payment
- L. G7 - Clean Air and Water Certification
- M. G8 - Certificate of Independent Price Determination
- N. G9 - Certification Regarding Lobbying

ATTACHMENT A
SCATTERD SITES ADDRESSES

Building #		Address	Sq. Ft.	Bed	Bath	Built
1	56	2123 NE 3 rd Street, Boynton Beach	685	2	1	1961
2	58	1960 NE 1 st Lane, Boynton Beach	1040	3	1	1961
3	60	237 NE 7 th Avenue, Boynton Beach	960	3	1	1962
4	61	610 NW 2 nd Street, Boynton Beach	1180	3	1	1961
5	62	808 NW 2 nd Court, Boynton Beach	960	3	1	1962
6	63	210 NE 16 th Court, Boynton Beach	960	3	1	1961
7	64	521 NW 9 th Avenue, Boynton Beach	1000	3	1	1961
8	65	229 NE 7 th Avenue, Boynton Beach	960	3	1	1962
9	66	2231 NW 2 nd Street, Boynton Beach	908	3	1	1962
10	67	1471 NW 2 nd Street, Boynton Beach	1040	3	1	1962
11	68	419 NW 8 th Ave., Boynton Beach	1352	4	2	1962
12	70	3618 Almar Road, Lake Worth	1092	3	1	1962
13	71	3906 Pensacola Drive, Lake Worth	924	3	1	1962
14	72	4745 Messina Terrace, Lake Worth	1595	3	1	1962
15	73	4786 Poseidon Place, Lake Worth	1665	4	2	1962
16	75	3500 N Seacrest Blvd, Boynton Beach	600	2	1	1962
17	76	71 Ocean Parkway, Boynton Beach	1171	3	1	1962
18	77	2840 NE 4 th Street, Boynton Beach	1400	3	1	1962
19	79	131 NE 27 th Ave, Boynton Beach	1025	3	1	1973
20	80	191 NW 21 st Avenue, Boynton Beach	1315	4	1	1962
21	81	2091 N Seacrest Blvd, Boynton Beach	1370	3	1	1962
22	82	2070 NE 1 st Lane, Boynton Beach	1171	4	2	1962
23	83	2051 NE 1 st Lane, Boynton Beach	1056	3	1	1962
24	84	1901 NE 1 st Lane, Boynton Beach	1192	4	1	1962
25	85	1791 NE 2 nd Court, Boynton Beach	1223	4	2	1962
26	86	150 NE 17 th Avenue, Boynton Beach	1056	3	1	1962
27	87	101 NE 16 th Court, Boynton Beach	1198	4	2	1962
28	88	1691 N Seacrest Blvd, Boynton Beach	1200	4	2	1962
29	89	1660 N Seacrest Blvd, Boynton Beach	1056	3	1	1962
30	90	1650 N Seacrest Blvd, Boynton Beach	1171	3	1	1962
31	91	317 NE 14 th Avenue, Boynton Beach	1067	3	1	1962
32	92	172 NW 14 th Avenue, Boynton Beach	1104	3	1	1962
33	93	181 NW 14 th Court, Boynton Beach	1635	4	2	1962
34	94	1477 NW 1 st Street, Boynton Beach	922	3	1	1962
35	96	406 NW 15 th Avenue, Boynton Beach	1208	4	2	1962
36	97	238 NE 7 th Avenue, Boynton Beach	1056	3	1	1962
37	98	117 NE 5 th Avenue, Boynton Beach	1040	2	1	1962
38	99	324 NW 2 nd Street, Boynton Beach	1000	2	1	1962
39	100	631 NW 5 th Street, Boynton Beach	1186	2	1	1962

**** PLEASE NOTE ALL ADDRESSES INDICATED IN RED ARE
HANDICAP ACCESSABLE HOMES/UNITS****

- 1) 808 NE 2ND Street 2) 229 NE 7th Ave. 3) 117 NE 5th Ave 4) 317 NE 14th Ave
5) 406 NW 16th Ave

ATTACHMENT B
PBCHA INSPECTION CHECKLIST

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

A. General Information

Date of Inspection: _____

Address Of Inspection: _____

City: _____ State: _____ Zip Code: _____

B. How to fill Out This Checklist

- o Proceed through the inspection as follows:

Area	Checklist Category	
Room by room	1	Living Room
	2	Kitchen
	3	Bathroom
	4	All other rooms used for living
	5	Secondary Rooms not used for living
Outside	6	Building Exterior
Utility	7	Heating and Plumbing
Overall	8	Life Threatening/Critical Repairs
	9	General Health and Safety

- o Each part of the checklist will be accompanied by an explanation of the item to be inspected.
- o Important: For each item numbered on the checklist, check one box only (e.g. check on box only for item 1.4 'Security' in the living room)
- o In the space to the right of the description of the item, if the decisions on the item is a 'fail', write what repairs are necessary.
- o Also, if 'pass' but there are additional code item or items not consistent with rehab standards or area codes, write these in space to right.
- o In the far right column, write the estimated industry costs of such repair.

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 2

1 LIVING ROOM

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
1.1	LIVING ROOM PRESENT? Is there a living room?				
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working hight fixture?				
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?				
1.4	SECURITY Are all doors and windows that are accessible from the outside lockable?				
1.5	WINDOW CONDITION Is there at least one window and are all windows operational, free of signs of severe deterioration or missing/broke out panels?				
1.6	CEILING CONDITION Is ceiling sound and free of hazardous defects?				
1.7	WALL CONDITION Are the walls sound and free from hazardous defects?				
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?				
1.9	LEAD PAINT Are the interior surfaces either free of cracking, scaling, peeling, chipping and loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazards?				

1.10	WORKING SMOKE ALARM IN ROOM? Is there a working smoke alarm , not expired?				
1.11	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?				
1.12	OTHER				
1.13	OTHER				
	NOTES: (Give item # and use back if needed)				

Cont. Pg. 2

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 3

2 KITCHEN

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
2.1	KITCHEN AREA PRESENT? Is there a kitchen?				
2.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working light fixture?				
2.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?				
2.4	SECURITY Are all doors and windows that are accessible from the outside lockable?				
2.5	WINDOW CONDITION Is there at least one window and are all windows operational, free of signs of severe deterioration or missing/broke out panels?				
2.6	CEILING CONDITION Is ceiling sound and free of hazardous defects?				
2.7	WALL CONDITION Are the walls sound and free from hazardous defects?				
2.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?				
2.9	LEAD PAINT Are the interior surfaces either free of cracking, scaling, peeling, chipping and loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazards?				
2.10	STOVE OR RANGE WITH OVEN Is there a working oven and a stove (or range with top burners that work?				

2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so the food does not spoil over a reasonable period of time? Is it sufficient size?				
2.12	SINK Is there a kitchen sink that works with hot and cold running water?				
2.13	FOOD PREPARATION AREA Condition of counters, cabinets				
2.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?				
2.15	OTHER				
2.16	OTHER				
	NOTES: (Give item # and use back if needed)				

Cont. Pg. 3

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 4

3 BATHROOM

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
3.1	BATHROOM? (See description Is there a bathroom?				
3.2	ELECTRICITY Are there at least one permanently installed light fixture?				
3.3	ELECTRICAL HAZARDS Is the room free from electrical hazards? GFI? Work?				
3.4	SECURITY Are all doors and windows that are accessible from the outside lockable?				
3.5	WINDOW CONDITION Are all windows operational, free of signs of severe deterioration or missing/broke out panels?				
3.6	CEILING CONDITION Is ceiling sound and free of hazardous defects?				
3.7	WALL CONDITION Are the walls sound and free from hazardous defects?				
3.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?				
3.9	LEAD PAINT Are the interior surfaces either free of cracking, scaling, peeling, chipping and loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazards?				

3.10	FLUSH TOILET IN ENCLOSED ROOM? Is there a working toilet in the unit for exclusive private use of tenant?				
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT? Is there a permanently installed wash basin with hot and cold running water in the unit?				
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?				
3.13	VENTILATION Is there operable windows or a working vent system?				
3.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?				
3.15	OTHER				
3.16	OTHER				
	NOTES: (Give item # and use back if needed)				

Include separate sheet for multiple bathrooms

Cont. Pg. 4

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 5

4 OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
4.1	ROOM CODE AND ROOM LOCATION (as looking at home from out front) RIGHT/LEFT _____ FRONT/REAR _____ CENTER _____			ROOM CODES 1 = Bedroom or any other room used for sleeping (Regardless of the type of room) 2 = Dining Room or Dining Area 3 = Second Living Room, Family Room, Den, Play Room, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other	
4.2	ELECTRICITY If room code =1, are there at least two working outlets or one working outlet and one working permanently installed light fixture? If Room Code does not =1, is there a means of illumination?				
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?				
4.4	SECURITY Are all doors and windows that are accessible from the outside lockable?				
4.5	WINDOW CONDITION If Room Code =1, is there at least one window? And, regardless of Room Code, Are all windows operational, free of signs of severe deterioration or missing/broke out panels?				
4.6	CEILING CONDITION Is ceiling sound and free of hazardous defects?				

4.7	WALL CONDITION Are the walls sound and free from hazardous defects?				
4.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?				
4.9	LEAD PAINT Are the interior surfaces either free of cracking, scaling, peeling, chipping and loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazards?				
4.10	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?				
4.11	WORKING SMOKE ALARM IN ROOM? is there a working smoke alarm , not expired?				
4.12	OTHER				
4.13	OTHER				
	NOTES: (Give item # and use back if needed)				

Include separate sheet for multiple rooms

Cont. Pg. 5

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg.6

5 ALL SECONDARY ROOMS NOT USED FOR LIVING

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
5.1	NONE. GO TO PART 6				
5.2	SECURITY Are all doors and windows that are accessible from the outside lockable?				
5.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?				
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS? Are all of these rooms free of any other potentially hazardous features? For each room with an 'other potentially hazardous feature' explain hazard and means of control of interior access to room				
5.5	OTHER				
5.6	OTHER				
	NOTES: (Give item # and use back if needed)				

Include separate sheet for multiple rooms

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 7

6 BUILDING EXTERIOR

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from hazards				
6.2	CONDITION OF STAIRS, RAILS, PORCHES Are all exterior stairs, rails and porches sound and free from hazards?				
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards				
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from hazards				
6.5	CONDITION OF CHIMNEY Is chimney sound and free from hazards				
6.6	LEAD PAINT Are the exterior surfaces either free of cracking, scaling, peeling, chipping and loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazards?				
6.7	CAULKING Are all fixed joints including the frames around doors and windows, areas around all holes for pipes, ducts, water faucets or electric conduits, and other areas, which many all unwanted air flow, moisture or pests caulked				
6.8	ELECTRICAL HAZARDS Is the room free from electrical hazards?				
6.9	DRIVEWAY AND PATHWAYS Are the driveway and walkways level and free of trip/fall hazards?				

6.10	CONDITION OF GROUNDS is the ground level, free from holes and lack drop-off at sidewalks to allow trip/fall				
6.11	FENCING AND GATES If fencing and gates are present, are they in good condition, standing upright and free from loose wires or screws?				
6.12	HOSE BIBS If present, are the hose bibs in good condition and not dripping?				
6.13	TREESE AND SHRUBS If present, are the trees and shrubs good condition and not infringing on access to unit or main plumbing lines?				
6.14	OTHER				
6.15	OTHER				
	NOTES: (Give item # and use back if needed)				

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg. 8

7 ELECTRICAL, HEATING, PLUMBING AND INSULATION

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
7.1	ELECTRICAL HAZARDS Is the electrical panel free of any hazards and adequate to handle to needs of modern electric use.				
7.2	ADEQUACY OF HEATING EQUIPMENT Is the heating equipment capable of providing adequate heat either directly or indirectly?				
7.3	SAFETY OF HEATING EQUIPMENT Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?				
7.4	VENTILATION AND ADEQUACY OF COOLING Does the unit have adequate ventilation and cooling by means of operable windows or a working cooling system?				
7.5	HOT WATER HEATER Is hot water heater located, equipped and installed in a safe manner? Properly plumbed?				
7.6	WATER SUPPLY Is the unit served by and approvable public or private sanitary water supply?				
7.7	PLUMBING Is plumbing free from major leaks or corrosion that causes serious and peresistent levels of rust or contamination of the drinking water?				
7.8	SEWER CONNECTION Is plumbing connected to an approvable public or private disposal system,and is it free from sewer back up?				
7.9	INSULATION Are the attic and walls appropriately insulated for regional conditions?				

7.10	OTHER				
7.11	OTHER				
	NOTES: (Give item # and use back if needed)				

Cont. Pg. 8

PALM BEACH COUNTY HOUSING AUTHORITY INSPECTION CHECKLIST

Pg.9

8 GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Decision

Item #	Description	Yes, Pass	No, Fail	Repairs Required	Cost Est\$
8.1	ACCESS TO UNIT Can the unit be entered without going through another unit?				
8.2	EXITS Is there acceptable fire exits from this unit that are not blocked				
8.3	EVIDENCE OF INFESTATION Is unit free from rats, mice, vermin, pests or termites				
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumlation of garbage or debris inside and outside?				
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?				
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways, absent or insecure railings, inadequate lighting or other hazards?				
8.7	OTHER INTERIOR HAZARDS Is the unit free from hazaards not specifically identified previously?				
8.8	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust or other pollutants?				
8.9	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free from condtions, which would seriously and continuously endanger the health or safety of the residents?				

8.10	OTHER				
8.11	OTHER				
	NOTES: (Give item # and use back if needed)				

Cont. Pg. 9

ATTACHMENT C
NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT
For Advertised Bids

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
CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date _____, 20____

(Name of Bidder)

Official Address _____

By _____

Title _____

ATTACHMENT E
SECTION 3 CLAUSE AND MINORITY BUSINESS
PARTICIPATION COMMITMENT FORM

SECTION 3 CERTIFICATE OF COMPLIANCE

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

PURPOSE, AUTHORITY AND RESPONSIBILITY

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

_____(Hereinafter called the Company),

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

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

Company Name

Name and Title

Signature

Date

Minority Business and Section 3 Participation
Commitment Form

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

Minority Participation:

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

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

_____ **Percent ***

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

Section 3 Participation:

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

Definitions:

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

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

Income Table

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

<u>1 person</u>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$51,550	\$58,900	\$66,250	\$73,600
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$79,500	\$85,400	\$91,300	\$97,200

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

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

_____ **Percent ***

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

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

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

Firm’s Name

Name of Authorized Officer – printed

Date

Signature of Authorized Officer – signed

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

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

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

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

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

Name of Business_____

Address of Business_____

Type of Business: ___Corporation ___Partnership
 ___Sole Proprietorship ___Joint Venture

Attached is the following documentation as evidence of status:

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

___Copy of resident lease ___Copy of receipt of public assistance
___Copy of evidence of participation ___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

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

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

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(Attested by)

Date

Authorizing Signature
(Attested by)

ATTACHMENT F
HUD-5370-C GENERAL CONDITIONS FOR
NON-CONSTRUCTION CONTRACT

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)

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

ATTACHMENT G
HUD-50070 CERTIFICATION FOR A DRUG-FREE WORKPLACE

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

ATTACHMENT H
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 I
G3 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

ATTACHMENT G-3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this response to the PBCHA solicitation, 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 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 certification 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, proposals, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549. The responder may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this certification 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 proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency.
6. The prospective lower tier participant further agrees by submitting this certification 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 proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 "List of Parties Excluded from Federal Procurement and Nonprocurement Programs."
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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R part 9, subpart 9.4, 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.

ATTACHMENT G-3
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED
TRANSACTIONS.

(I) The prospective lower tier participant certifies, by submission of this certification 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 lower-tier participant must provide the information requested in section (3) below, and shall attach an explanation to its submittal.

(3) The names listed below, represent all owners and principals (including project managers) of the prospective lower-tier participant and their titles or nature of interest in the firm.

Name

Title or Interest

Name and Address of Prospective Responder

Type Name and Title of Authorized Representative or Official of Prospective Responder

Signature of Authorized Representative or
Official of Prospective Responder

Date _____

ATTACHMENT J
G4 – CONFLICT OF INTEREST STATEMENT

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

PART I. CONFLICT OF INTEREST

1. In accordance with the regulations of the United States Department of Housing and Urban Development (HUD), neither the Palm Beach County Housing Authority (PBCHA) nor any of its contractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

 a. Any present or former member or officer of the governing body of PBCHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, PBCHA or a business entity.

 b. Any employee of PBCHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

 c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PBCHA.

2. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

3. As provided in Chapter 421 of the laws of the State of Florida, a commissioner or employee of PBCHA may not acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor shall he/she have any interest direct or indirect in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.

4. No member of or delegate to the Congress of the United States of America or any representative of PBCHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

5. Any member of these classes of persons must disclose the member's interest or prospective interest to PBCHA and HUD.

6. Any Bidder/Responder who submits a bids/proposal(s) in response to a PBCHA solicitation must disclose in its bids/proposals, the interest, direct or indirect, of any member of the classes of persons listed in Paragraph 1, 2, 3, and 4 above in such Bidder/Responder's, and shall also make the disclosures required in Parts II and III below.

7. The Bidder/Responder's shall also disclose any relationship the Bidder/Responder and/or its principals may have with: (a) any named or proposed subcontractor; and (b) any member of a joint-venture team competing for the proposed contract.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

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

ATTACHMENT G-4
CONFLICT OF INTEREST CERTIFICATION

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

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

(a) Result in an unfair competitive advantage to the Bidder/Responder; or

(b) Impair the Bidder/Responder's objectivity in performing the contract work.

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

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

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

Name and Address of Responder

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

Signature of Authorized Representative or
Official of Bidder/Responder

Date

ATTACHMENT K
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 L
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 M
G8 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

ATTACHMENT G-8
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. The Responder certifies that:
 - a. The prices in this proposal have been determined independently by the Responder without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Responder or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered;
 - b. The prices in this proposal have not been and will not be knowingly disclosed by the Responder, directly or indirectly, to any other Responder or competitor before contract award, unless otherwise required by law; and
 - c. No attempt has been made or will be made by the Responder to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.
2. Each signature on the proposal is considered to be a certification by the signatory that the signatory:
 - a. Is the person in the Responder's organization responsible for determining the prices being offered in this proposal, and that the signatory and the Responder have not participated and will not participate in any action contrary to subparagraphs 1.a through 1.c above; or
 - b. Has been authorized, in writing, to act as agent for the principals listed below in certifying, and does hereby certify that the signatory and those principals listed below have not participated, and will not participate in any action contrary to subparagraphs 1. a through 1.c above.

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 N
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