



PBCHA Request for Quote PBCHA-RFQ-2020-31
Real Estate Appraisal Services
Issue Date: November 2, 2020
Closing Date and Time: November 4, 3:00 PM

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

All Inquiries For Information Should Be Directed To:
LaQuavial Pace, Contracts and Procurement Manager
3432 W. 45th Street
West Palm Beach, Florida 33407
(561) 684-2160 x 107 (voice mail)
Email: lpace@pbchaf1.org

**PALM BEACH COUNTY HOUSING AUTHORITY
3432 W 45TH STREET
WEST PALM BEACH, FLORIDA 33407
PBCHA-RFQ-2020-31**

Issue Date: November 2, 2020
Title: Real Estate Appraisal Services
Issuing Agency: Palm Beach County Housing Authority
3432 W 45th Street
West Palm Beach, Florida 33407

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

Quotes Will Be Received Until **November 4, 2020 – 3:00 PM** For Furnishing The Goods/Services Described Herein, And Then Opened In Public.

All Inquiries for Information Should Be Directed To: LaQuavial Pace, Contracts and Procurement Manager at lpace@pbchaf1.org, Telephone Number: (561) 684-2160 x107.

IF QUOTES ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTES ARE EMAILED, DELIVER TO: lpace@pbchaf1.org and reference **PBCHA-RFQ-2020-31**. Respondents are responsible to insure that proposal are received on time. Late quotes will not be accepted.

In Compliance With This Request For Quote 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.

Licensed Class _____ Florida Contractor No. _____ Specialty _____

Name and Address of Contractor:

Zip Code: _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

FEI/FIN NO. _____

Phone: (____) _____

E-mail: _____

Fax: (____) _____

D&B Number: _____

NOTE: Changes to this RFQ may be issued in the form of an addendum at any time prior to the due date and time for submitting quotes. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation. The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Office. 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.

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- I. **PURPOSE:** The intent and purpose of this Request for Quote is to solicit bids from responsible bidders for the Real Estate Appraisal Services for Palm Beach County Housing Authority (PBCHA) and its affiliates.
- II. **SCOPE OF WORK:** The Contractor shall provide all labor, materials, insurance, bonds, transportation, etc. to provide Real Estate Appraisal Services including, but not limited to the following and in accordance with the scope of work and description (See Attachment "A").

CONTRACTOR PAYMENT: All payment to contractor shall be made in accordance with PBCHA standard payment terms net 30. Work will be performed to completion with all inspections completed and all inspection documentation submitted to the PBCHA prior to work acceptance and contractor payment.

The Contractor shall conduct the appraisals based upon an inspection/evaluation of the parcel(s)/property(s) and other material facts. The Contractor shall prepare, pursuant to Uniform Standards of Professional Appraisal Practice (USPAP) standards, a written appraisal report, which indicated the fair market value of the property as of the date of the appraisal. Fair Market as is value is defined "as the most probable price which a property should bring a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus".

The Contractor will collect and analyze all pertinent data in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP. Competency Rule and applicable State and Federal Regulations governing the determination of market value including the following:

Income Approach Appraisal
Cost Approach Appraisal
Sales Comparison Approach Appraisal
Reconciliation of Costs to Remedy Opinion

The Contractor will also provide complete documentation for the appraisals along with proper analysis. The appraisals must be submitted on Standard Forms acceptable to the lender(s), U.S. Department of Housing and Urban Development (HUD). Work should commence **immediately upon receipt of purchase order**; and the completed appraisal report(s) shall be submitted to the PBCHA no later than **Friday, November 20, 2020**.

The Contractor hereby agrees to discuss and clarify agency observations and that these discussions will not be considered conferences and that no additional compensation shall be expected. If after such discussions revisions are warranted, the Contractor agrees that a supplemental report will be furnished at no additional charge. The Contractor must comply with all federal, state, and local laws and ordinances which may be applicable to the nature and scope of the work involved, including civil rights assurances. Specifically, the Contractor must comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 Code of Federal Regulations, Part 8). The Contractor must agree to execute without reservation, the appraisal certificate.

A. GENERAL REQUIREMENTS:

1. Contractor's Personnel:

- a) The Contractor will screen and employ only qualified personnel who shall be skilled in the performance of their duties and acceptable to PBCHA. The Contractor agrees to immediately remove any employee PBCHA determines to be unacceptable.
- b) The Contractor agrees to follow all reasonable security precautions and procedures requested by PBCHA.
- c) The Contractor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
 - (1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the buildings or on the properties.
 - (2) No loud or boisterous conduct will be permitted.
 - (3) PBCHA reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

2. Smoke-Free Workplace

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

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

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

3. Applicable Regulations and Guidelines:

- a) The Contractor shall be knowledgeable of applicable federal, state and local regulations, codes and guidelines.
- b) The Contractor shall be solely responsible for obtaining and complying with the applicable regulations and specifications with regard to their performance of the work and employee and public safety.

B. SPECIFIC REQUIREMENTS: The Contractor shall perform the **Real Estate Appraisal Services** (See Attachment A – Scope of Work and Specifications).

III. TERMS AND CONDITIONS: HUD-5370-C1 Form (attachment B)

A. BID SUBMITTALS: Bidders shall attach the following documents to their bid documents.

1. Quote
2. Submit HUD-5370-C1 Form – General Terms and Conditions for Construction Contracts (*Initial page 6 of HUD-5370-C1*)
3. Signed Addenda (if any)

IV. ATTACHMENTS:

- A. Scope of Work and Specifications
- B. HUD-5370-C1 Form – General Terms and Conditions for Non-Construction Contracts

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK FOR REAL ESTATE APPRAISAL SERVICES

1. Prepare "Written Appraisal" report, providing property's "fair market value".
2. All sales comparable must have closed within the last 12 months of the date of the appraisal, if data is not available for this time period, notify PBCHA prior to preparing report.
3. All comps must be located within the Palm Beach County area, if comps are not available within this range notify PBCHA prior to preparing report.
4. Provide an electronic copy of appraisal report to PBCHA staff as directed.

This appraisal is to provide only individual market value estimates for each property. However, we are aware that many lots are non-buildable as standalone properties. We would like the appraiser to combine lots to create minimum buildable lots. The purpose of the appraisals is to determine market values as we intend to auction the lots to the buyer submitting the highest bid, and fair market values must be reported to HUD, in advance of said auction, to obtain approval for asset disposition in this manner. In addition, the appraisals are necessary to establish fair market values for sales purposes.

*****Please indicate below the price for each parcel ID Number in the "Total Cost Per Development column. *****

Quote

<u>DEVELOPMENT</u>	<u>PARCEL ID NO.</u>	<u>Unit Count</u>	<u>Total Cost Per Development</u>
515 NW 12 th Avenue, Boynton Beach, Florida	08434521140004400	Vacant Land	
517 NW 12 th Avenue, Boynton Beach, Florida	08434521140004420	Vacant Land	
419 NW 12 th Avenue, Boynton Beach, Florida	08434521140004250	Vacant Land	
417 NW 12 th Avenue, Boynton Beach, Florida	08434521140004240	Vacant Land	
415 NW 12 th Avenue, Boynton Beach, Florida	08434521140004230	Vacant Land	
413 NW 12 th Avenue, Boynton Beach, Florida	08434521140004220	Vacant Land	
411 NW 12 th Avenue, Boynton Beach, Florida	08434521140004210	Vacant Land	
409 NW 12 th Avenue, Boynton Beach, Florida	08434521140004200	Vacant Land	
407 NW 12 th Avenue, Boynton Beach, Florida	08434521140004190	Vacant Land	
405 NW 12 th Avenue, Boynton Beach, Florida	08434521140004180	Vacant Land	
403 NW 12 th Avenue, Boynton Beach, Florida	08434521140004170	Vacant Land	
404 NW 12 th Avenue, Boynton Beach, Florida	08434521140004140	Vacant Land	
406 NW 12 th Avenue, Boynton Beach, Florida	08434521140004130	Vacant Land	
408 NW 12 th Avenue, Boynton Beach, Florida	08434521140004120	Vacant Land	
410 NW 12 th Avenue, Boynton Beach, Florida	08434521140004100	Vacant Land	
412 NW 12 th Avenue, Boynton Beach, Florida	08434521140004080	Vacant Land	

530 NW 12th Avenue, Boynton Beach, Florida	08434521140003821	Vacant Land	
532 NW 12th Avenue, Boynton Beach, Florida	08434521140003811	Vacant Land	
534 NW 12th Avenue, Boynton Beach, Florida	08434521140003791	Vacant Land	
536 NW 12th Avenue, Boynton Beach, Florida	08434521140003780	Vacant Land	
436 NW 13th Avenue, Boynton Beach, Florida	08434521140004710	Vacant Land	
434 NW 13th Avenue, Boynton Beach, Florida	08434521140004720	Vacant Land	
432 NW 13th Avenue, Boynton Beach, Florida	08434521140004730	Vacant Land	
430 NW 13th Avenue, Boynton Beach, Florida	08434521140004740	Vacant Land	
414 NW 13th Avenue, Boynton Beach, Florida	08434521140004820	Vacant Land	
412 NW 13th Avenue, Boynton Beach, Florida	08434521140004830	Vacant Land	
410 NW 13th Avenue, Boynton Beach, Florida	08434521140004840	Vacant Land	
408 NW 13th Avenue, Boynton Beach, Florida	08434521140004850	Vacant Land	
406 NW 13th Avenue, Boynton Beach, Florida	08434521140004860	Vacant Land	
404 NW 13th Avenue, Boynton Beach, Florida	08434521140004870	Vacant Land	
402 NW 13th Avenue, Boynton Beach, Florida	08434521140004880	Vacant Land	
507 NW 12th Avenue, Boynton Beach, Florida	08434521140004360	Vacant Land	
502 NW 13th Avenue, Boynton Beach, Florida	08434521140004670	Vacant Land	
431 NW 13th Avenue, Boynton Beach, Florida	08434521140005520	Vacant Land	
429 NW 13th Avenue, Boynton Beach, Florida	08434521140005510	Vacant Land	
427 NW 13th Avenue, Boynton Beach, Florida	08434521140005500	Vacant Land	
425 NW 13th Avenue, Boynton Beach, Florida	08434521140005490	Vacant Land	
421 NW 13th Avenue, Boynton Beach, Florida	08434521140005470	Vacant Land	
NW 12th Avenue, Boynton Beach, Florida	08434521140004160	Vacant Land	
11 E Gateway Blvd., Boynton Beach, Florida	08434516010280360	Vacant Land	
2750 NE 4th Street, Boynton Beach, Florida	08434516010180170	Single-Family	
402 NW 12th Avenue, Boynton Beach, Florida	08434521340440120	Single-Family	
Grand Total			
(Includes all costs. Travel, etc. must be factored into this Grand Total)			

GRAND TOTAL IN WORDS (\$ _____)

The PBCHA reserves the right to add or delete any items without affecting the unit bid prices.

Award will be made to the lowest responsive and responsible bidder provided all pricing is reasonable and in the best interest of the PBCHA to accept. An unbalanced quote, where a unit price is unreasonably high or unreasonably low, may be rejected by the PBCHA as non-responsive.

NAME OF VENDOR _____ RETURN THIS FORM WITH QUOTE

Access to the project site(s), if required, must be arranged by the PBCHA. At no time is the Contractor to accept information from any source pertaining to the values placed upon the valuations by the Palm Beach County Appraisal District.

ATTACHMENT B

HUD-5370-C1 Form – General Conditions for Non-Construction Contracts

(Pages 1 – 6)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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