



# **REQUEST FOR PROPOSAL FOR PEST CONTROL SERVICES**

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RFP NO.: FY2017 - MNT - 002

October 23, 2017

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PALM BEACH COUNTY HOUSING AUTHORITY  
**REQUEST FOR PROPOSALS**  
FOR  
**PEST CONTROL SERVICES**  
RFP No.: FY2017 - MNT - 001

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**1.0 INTRODUCTION**

**1.1 Agency Background**

The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a 5-member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”), PBCHA owns and operates 491 public housing dwelling units, (located in its 5 multi-family communities), 51 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2,900 Section 8 Vouchers under the Housing Choice Voucher Program and owns 148 affordable (non-federally assisted) housing units.

SPECTRA Organization is an instrumentality of PBCHA.

**1.2 Solicitation**

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

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

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

### **1.3 Procurement Authority**

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

The selected Pest Control contractor shall be thoroughly knowledgeable of Federal and State laws relating to affordable housing, public housing authorities, and the applicable laws.

### **1.4 Laws and Regulations**

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

## **2.0 SCOPE OF SERVICES**

### **2.1 General Information**

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

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

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

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

The pest control services shall be performed in all specified buildings, occupied or unoccupied, including, but not limited to crawl spaces, offices, storage areas, bedrooms, bathrooms, closets, baseboards, shelves, elevators, walls, enclosures, kitchens, dining rooms, hallways, trash rooms and laundry rooms.

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

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

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

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

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

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

The selected responder(s) pest control services must be scheduled in advance as to not disrupt the normal operations of any departments or site location(s).

## **2.2 Minimum Responder Requirements**

Responder submitting proposals for pest control services must meet the following minimum qualifications:

- (a) The Responder is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Respondent for this contract are to be within safe and legal guidelines.

- (b) Responder shall not apply any pesticides product that has not been approved for use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of Florida.
- (c) The Responder shall be responsible for removing and disposing of all excess and/ or unneeded chemicals, materials or equipment after the application is completed. The Responder may not store chemicals or equipment on PBCHA site(s) at any time.
- (c) Pesticide application shall be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

### **2.3     Start-Up**

The selected Responder shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the site managers will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Responder sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

### **2.4     Pricing**

Proposal(s) shall be based on a fixed monthly price per location(s) to perform all pest control services as required to provide a pest free environment for each site. Proposal(s) must also specify how many service calls are included in the monthly fee. Additional requirements not related to regular service may be ordered at the hourly rate quoted in the price proposal. This proposal will remain firm for the life of the contract. Palm Beach County Housing Authority will be afforded the benefit of any price reduction during the term of the contract.

### **2.5     Locations and Frequencies**

This proposal is for Pest Control Services at the locations listed on page 20-25.

### **2.6     References**

References from three governmental agencies or other similar accounts for which respondent currently provides pest control services are required.

## **2.7     Emergency Service**

On occasion, the Responder may be requested to perform corrective or emergency services(s) that are beyond the routine requests. The Responder shall respond to these exceptional circumstances and begin the necessary work within ONE (1) working day after receipt of the request.

## **2.8     Licenses**

Commercial pesticide applicator certificates or licenses:

- (a) The Responder shall provide photocopies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

## **2.9     Scheduling and Timing of Service**

Timing of Inspection/Monitoring

- (a) Regular Business Hours (8:30 am to 5:00pm Monday-Friday)
- (b) Inspection by the Responder shall be conducted during regular business hours to facilitate access to building and communication with the Asset Manager(s).
- (c) Additional inspections deemed necessary by the Responder outside of regular business hours should be arranged through the Asset Manager(s).

Timing of Treatments

- (a) No pesticide is to be applied in any room or area while in use or occupied by PBCHA employees, staff, or residents. Responder must follow all state and federal laws.
- (b) Responder will make attempts at conducting treatments at times such that the potential of PBCHA employee, staff or residents being contacted by treatment residues are minimized. Ideally, treatments should be conducted during non-school or office hours.
- (c) Responder will follow all requirements present on product labels regarding re-entry periods.

## **2.10   Record Keeping**

The Responder shall be responsible for maintaining a pest control logbook for each site specified in this proposal. These records shall be kept on site by the Asset Manager and maintained on each visit by the Responder.



The logbook shall contain the following items:

- (a) Pest Control Plan of Work – A copy of the Pest Control Plan of Work, including all labels and MSDS, as well as the service schedule.
- (b) Inspection forms – Inspection forms will be used to document the performance of all work, including emergency work. All work shall be documented in the logbook, then signed and dated by the Responder.
- (c) Floor plan service report – The Responder will submit a floor plan of the area serviced and document all chemical control methods used (brand name and formulation) and the location of the application.

## **2.11 Use of Chemical Control Methods**

The Responder shall be responsible for application of pesticides according to the label. All pesticides used by the Responder must be registered with the United States Environmental Protection Agency, and the State of Florida. It may also need to comply with local jurisdiction.

- (a) Approved products – The Responder shall not apply any pesticide product that is not included in the Pest Control Plan of Work, and approved by PBCHA.
- (b) Application by need – Pesticide application shall be according to need and not by schedule. Such chemical control methods shall not be applied unless visual inspections or monitoring devices indicate the presence of pests in a specific area, and non-chemical control methods (as available) have been tried to solve the pest problem. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the Asset Manager.
- (c) Minimum risk – When the application of chemical control products is necessary, the Responder shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control.

## **2.12 Insect Control**

- (a) Emphasis on non-chemical methods – The Responder shall use non-pesticide methods of control whenever possible to solve a pest problem. This includes, but is not limited to, use of a portable vacuum for initial cockroach, winged ants, winged termites, and spider population suppression and use of trapping devices for indoor fly control.
- (b) Monitoring – Sticky traps shall be used to monitor indoor populations and be used to evaluate the effectiveness of efforts wherever necessary.
- (c) Insecticide bait formulations – Bait formulations shall be used for cockroach and ant control where appropriate.

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### **2.13 Rodent Control**

- (a) Indoor trapping – Rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be checked every 24 hours during population suppression and at reasonable intervals during maintenance activities, The Responder is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner.
- (b) Outdoor use of bait boxes – All bait boxes shall be placed out of general view where they will not be disturbed by daily operations. The lids of the boxes shall be securely locked or fastened shut. All bait boxes shall be attached or anchored to the ground, building wall or other immovable surfaces so that the box cannot be picked up or moved. All bait boxes shall be labeled on the inside with the Responder's business name and address. The Responder's employee shall date the outside of the box at the time of installation and after each service.

### **2.14 Structural Modifications and Recommendations**

Upon the award of a contract, the Responder shall be responsible for advising the Facility Manager about any structural, sanitary or procedural modifications that will reduce pest access, food, water and harborage. The Responder shall be responsible for adequately suppressing all pests specified in this proposal regardless of whether or not the suggested modifications are implemented. The Responder will not be held responsible for carrying out structural modifications as part of the pest control efforts.

### **2.15 Evaluation**

PBCHA Asset Managers will continually evaluate the progress and conformity of the selected responder to this RFP in terms of effectiveness and safety, and will require such changes as are necessary. The Responder shall take prompt action to correct all identified deficiencies.

## **3.0 PROPOSAL SUBMISSION INSTRUCTIONS**

### **3.1 Submission of Proposal**

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

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

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

The face of the envelope (or box) must contain, in addition to the address below, the RFP **number** (e.g. FY2017-MNT-001), and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by PBCHA. Mail or Hand Deliver proposals to:

**LaQuavial Pace, Contracts and Procurement Manager**  
**Palm Beach County Housing Authority**  
**3432 West 45th Street**  
**West Palm Beach, FL 33407**  
[lp@pbchafl.org](mailto:lp@pbchafl.org)

### **3.2     Time Table**

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

Scheduled Procedures	Date	Time
RFP Date of Issue	October 23, 2017	8:30 a.m.
Pre-Submission Conference	October 31, 2017	10:00 a.m.
Deadline for Receipt of Questions	November 3, 2017	4:00 p.m.
Deadline for Proposal Submissions	November 27, 2017	4:00 p.m.
Announce Award to Successful Responder	November 30, 2017	-----

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

### **3.3     Pre-Submission Conference**

A pre-submission conference will be held on Tuesday, October 31, 2017 at 10:00 a.m. at 3432 West 45<sup>th</sup> Street, West Palm Beach, Florida 33407, during which time prospective responders will have an opportunity to ask questions concerning this RFP. Although the pre-proposal conference is not mandatory, it is highly recommended that prospective responders attend.

### **3.4     Confidentiality**

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

Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

### **3.5 Cone of Silence**

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

### **3.6 Interpretations and Questions**

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and must be received no later than three (3) business days prior to the date of the pre-submission conference. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by PBCHA.

### **3.7 Preparation of Proposal**

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

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

Paper copies of the RFP package will not be issued by PBCHA. Prospective responders must obtain a copy of the RFP package from the PBCHA website at <http://www.PBCHA.org>.

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### **3.8 Execution of Proposal**

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

## **4.0 EQUAL OPPORTUNITY REQUIREMENTS**

### **4.1 MBE, WBE and SDB Companies**

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

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

## **5.0 INSURANCE REQUIREMENTS**

### **5.1 Insurance**

Within ten (10) days of the date of the Notice of Award, the successful Responder shall furnish to PBCHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required insurance is maintained and will be in effect for the entire duration of the Contract. PBCHA may, at its sole discretion, immediately cancel the contract award without prior notice to a successful Responder upon any failure to submit timely any or all of the required Certificates of Insurance and any and all other documents required under the proposed Contract. In such case, any and all existing agreements between PBCHA and the successful Responder shall immediately become null and void upon such cancellation.

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

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

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

(b) Worker's Compensation and Employers Liability

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

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

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

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

All policies, except Workers' Compensation, must include:

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

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

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

## **6.0 BID PROPOSAL REVIEW**

### **6.1 Proposal Review Standards**

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

- Proposal Submitted On-Time
- Submission Complete (in Accordance with Instructions).
- Minimum Responder Requirements (section 2.2)
- Reputation (In Good Standing and Good References)

## 6.2 Requests for Additional Information

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

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

## 7.0 CONTRACT AWARD

### 7.1 Form of Award

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

Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract will render the award null and void. Responders are not entitled to rely on any representations by any employee, member, officer, or agent of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include any and all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature. The Notice of Award may be effective for up to three (3) years from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP.

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## **7.2 Negotiation and Disallowance of Charges**

PBCHA reserves the right to negotiate all elements of the bid proposal including price, with Responders in the competitive range. PBCHA reserves the right to simultaneously negotiate contract terms with any firm that has submitted a response to this RFP.

It is further understood that PBCHA reserves the right to select none or any number of the bid proposals. Subject to the prior approval of HUD, if required, PBCHA may unilaterally increase the total contract price and services required at any time during the contract period.

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

## **7.3 Dispute Procedures**

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

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

## **7.4 Basis of Contract Award**

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

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

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## 7.5 **Reservation of Rights**

- PBCHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, and/or to terminate the RFP process at any time, if deemed by PBCHA to be in its best interest.
- PBCHA reserves the right not to award a contract or enter into an agreement(s) pursuant to this RFP.
- PBCHA reserves the right to terminate agreement(s) awarded pursuant to this RFP, at any time, for its convenience upon ten days written notice to the successful responder(s).
- PBCHA reserves the right to retain all proposals submitted and adopt any ideas proposed including those from a responder who is not selected for award.

## 7.6 **Rejection of Materially Unbalanced Proposals**

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

## 7.7 **Contract Term**

The Contract shall be awarded for a term of three (3) years, commencing the date specified in a written **Notice of Award** issued by PBCHA or the Contract executed by the parties, unless terminated earlier as provided therein. Subject to the prior approval of HUD, the Contract may be renewed for one (1) additional year under the same terms and conditions.

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

## 7.8 **HUD Approval**

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

## **8.0 SUBMISSION REQUIREMENTS**

### **8.1 Structure of Proposal**

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

### **8.2 Content of Proposal**

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

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

## **9.0 EVALUATION FACTORS**

The proposal should address the factors outlined below:

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

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

**9.3 Capacity** – Ability to efficiently and effectively deliver pest control services, demonstrated understanding of the scope of work and ability to provide the required services.

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

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

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## **10.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **10.1 General**

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

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

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

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

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

### **10.2 Oral Presentation**

At the sole discretion of PBCHA, Responders who are considered by the evaluation panel to be in the **competitive range**, based on the total scores received and relative rankings of Responders may be asked to make a presentation of the proposal during any negotiations that may be held. The purpose of the presentation will be to provide an opportunity to the Responder to clarify its proposal, respond to questions from PBCHA, and substantiate representations in the proposal. No comments about other Responders or other proposals will be permitted and Responders shall not be permitted to attend presentations by other Responders. A time limit for presentations shall be imposed. Responders invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such presentation. Evaluations may be revised based upon information provided by the Responders in the oral presentation.

### **10.3 Negotiations**

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

### **10.4 Best and Final Offer**

Responders in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written “Best and Final Offer (“BAFO”),” within a deadline of not less than five (5) business days from notification by PBCHA, unless otherwise indicated by PBCHA in writing. The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

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## 10.5 Selection Criteria

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

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

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## ATTACHMENTS

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

This RFP includes the following Documents, Certifications and Representations:

### **RFP Attachments**

Exhibit A-1

Price Proposal Forms

Section 3/MBE Compliance Certification Form

Wage Determination Rate

Sworn Statement Pursuant to Florida Statutes on Public Entity Crimes

### **HUD Documents**

HUD – 5369-B      Instructions to Offerors – Non-Construction

HUD – 5369-C      Certifications and Representations of Offerors Non-Construction Contract

HUD – 5370-C      General Condition for Non-Construction Contracts

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## RFP Attachments

G-1	Certification of Eligibility
G-2	Affidavit of Non-Collusion
G-3	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Conversion Transactions
G-4	Conflict of Interest Certification
G-5	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
G-6	Certification of Non-Segregated Facilities
G-7	Clean Air and Water Certification
G-8	Certificate of Independent Price Determination
G-9	Certification Regarding Lobbying
G-10	Authorization of Responder for Verification of Reference

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Palm Beach County Housing Authority

Properties Listing		
Location	Location Address	Unit Amount
Banyan Club Apartments	2300 Banyan Lane, WPB	148
Drexel House Apartments	1745 Drexel Road, WPB	100
Dyson Circle Apartments	4695 Dyson Circle North, WPB	134
Main Office	3432 W 45 <sup>th</sup> Street, WPB	N/A
Schall Landing Apartments	2402 Schall Circle, WPB	75
Seminole Circle Apartments	6388 Seminole Circle, Lantana	75
Single Family Homes	Scattered Sites	45
NSP Homes	Scattered Sites	6

**Properties Snap Shot**

**Banyan Club Apartments**

2300 Banyan Lake Circle  
West Palm Beach, FL 33415





**Drexel House Apartments**

1745 Drexel Road  
West Palm Beach, FL 33417



**Dyson Circle Apartments**

4695 Dyson Circle North  
West Palm Beach, FL 33415



**Schall Landing Apartments**

2402 Schall Circle

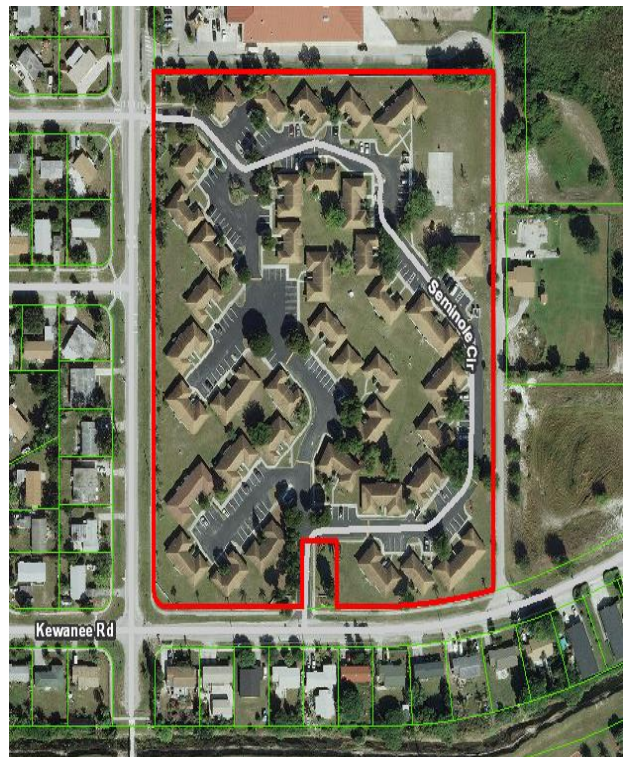
West Palm Beach, FL 33417



**Seminole Estates Apartments**

6388 Seminole Circle

Lantana, FL 33462



**Palm Beach County Housing Authority**  
**Properties Square Footage**

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

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

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

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

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

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### Single Family Homes

Building #	Address	Sq. Ft.	Bed	Bath	Built
56	2123 NE 3 <sup>rd</sup> Street	685	2	1	1961
57	2031 NW 2 <sup>nd</sup> Street	766	2	1	1962
58	1960 NE 1 <sup>st</sup> Lane	1040	3	1	1961
60	237 NE 7 <sup>th</sup> Avenue	960	3	1	1962
61	610 NW 2 <sup>nd</sup> Street	1180	3	1	1961
62	808 NW 2 <sup>nd</sup> Court	960	3	1	1962
63	210 NE 16 <sup>th</sup> Court	960	3	1	1961
64	521 NW 9 <sup>th</sup> Avenue	1000	3	1	1961
65	229 NE 7 <sup>th</sup> Avenue	960	3	1	1962
66	2231 NW 2 <sup>nd</sup> Street	908	3	1	1962
67	1471 NW 2 <sup>nd</sup> Street	1040	3	1	1962
68	419 NW 8 <sup>th</sup> Ave.	1352	4	2	1962
69	6336 Seminole Circle	1024	2	1	1962
70	3618 Almar Road	1092	3	1	1962
71	3906 Pensacola Drive	924	3	1	1962
72	4745 Messina Terrace	1595	3	1	1962
73	4786 Poseidon Place	1665	4	2	1962
74	2404 Schall Circle	1024	2	1	1962
75	3500 North Seacrest Boulevard	600	2	1	1962
76	71 Ocean Parkway	1171	3	1	1962
77	2840 NE 4 <sup>th</sup> Street	1400	3	1	1962
78	2750 NE 4 <sup>th</sup> Street	1300	3	1	1962
79	131 NE 4 <sup>th</sup> Street	1000	3	1	1962
80	191 NW 21 <sup>st</sup> Avenue	1315	4	1	1962
81	2091 North Seacrest Boulevard	1370	3	1	1962
82	2070 NE 1 <sup>st</sup> Lane	1171	4	2	1962
83	2051 NE 1 <sup>st</sup> Lane	1056	3	1	1962
84	1901 NE 1 <sup>st</sup> Lane	1192	4	1	1962
85	1791 NE 2 <sup>nd</sup> Court	1223	4	2	1962
86	150 NE 17 <sup>th</sup> Avenue	1056	3	1	1962
87	101 NE 16 <sup>th</sup> Court	1198	4	2	1962
88	1691 North Seacrest Boulevard	1200	4	2	1962
89	1660 North Seacrest Boulevard	1056	3	1	1962
90	1650 North Seacrest Boulevard	1171	3	1	1962
91	317 NE 14 <sup>th</sup> Avenue	1067	3	1	1962
92	172 NW 14 <sup>th</sup> Avenue	1104	3	1	1962
93	181 NW 14 <sup>th</sup> Court	1635	4	2	1962
94	1477 NW 1 <sup>st</sup> Street	922	3	1	1962
95	402 NW 16 <sup>th</sup> Avenue	1056	3	1	1962
96	406 NW 15 <sup>th</sup> Avenue	1208	4	2	1962

### Single Family Homes

Building #	Address	Sq. Ft.	Bed	Bath	Built
97	238 NE 7 <sup>th</sup> Avenue	1056	3	1	1962
98	117 NE 5 <sup>th</sup> Avenue	1040	2	1	1962
99	324 NW 2 <sup>nd</sup> Street	1000	2	1	1962
100	631 NW 5 <sup>th</sup> Street	1186	2	1	1962

### NSP Homes

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

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# PRICE PROPOSAL FORM #1

## Pest Control Services

RFP No.: FY2017-MNT-001

### ROUTINE SERVICE

Legal Company Name: \_\_\_\_\_

<u>Item</u>	<u>Location</u>	<u>Monthly Service Amount</u>	<u>Total Price (12 Months X Monthly Service Amount)</u>
1.	Drexel House Apartments 1745 Drexel Road West Palm Beach, FL 33417	\$ _____	\$ _____
2.	Dyson Circle Apartments 4695 Dyson Circle North West Palm Beach, FL 33415	\$ _____	\$ _____
3.	PBC Housing Authority 3432 W 45 <sup>th</sup> Street West Palm Beach, FL 33407	\$ _____	\$ _____
4.	Schall Landing Apartments 2402 Schall Circle West Palm Beach, FL 33417	\$ _____	\$ _____
5.	Seminole Estates Apartments 6388 Seminole Circle Lantana, FL 33462	\$ _____	\$ _____
	<b>TOTAL BASE:</b>		\$ _____

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

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

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

**PRICE PROPOSAL FORM #2**  
**Pest Control Services**  
**RFP No.: FY2017-MNT-001**

**ROUTINE SERVICE**

Legal Company Name: \_\_\_\_\_

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

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

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

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



## **Section 3 Business Information Packet**

**Section 3** – Economic opportunities for low-income persons.

## **SECTION 3 FREQUENTLY ASKED QUESTIONS**

### **What is Section 3?**

Section 3 of the Housing and Urban Development Act of 1968 requires Palm Beach County Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way Palm Beach County Housing Authority (PBCHA) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Palm Beach County.

### **Who is a Section 3 Resident?**

For purposes of Palm Beach County Housing Authority, a Section 3 Resident is either:

1. A Palm Beach County Housing Authority public housing resident;  
OR
2. A Palm Beach County resident with household income at or below the following income guidelines.

<b>Palm Beach County 2015 Median Household Income Limits</b>							
<b>Household Size</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>
<b><u>Low (80%) Income Limits</u></b>	\$36,750	\$42,000	\$47,250	<b>\$52,500</b>	\$56,700	\$60,900	\$65,100

### **What is a Section 3 Business?**

There are three ways in which a business can achieve Section 3 status:

#### **Status 1: Resident Owned Business**

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Palm Beach County resident).

#### **Status 2: Resident Employed Business**

Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Palm Beach County residents).

#### **Status 3: Subcontracting to Section 3 Businesses**

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

### **How does PBCHA define “new hire”?**

PBCHA considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

### **How does PBCHA define “permanent” and “full-time” employee?**

In order to be considered **permanent**, an employee must be:

- A direct employee of the company wishing to achieve Section 3 Business status, and
- Filing a position that is intended to last for the duration of the Section 3 covered project.

While PBCHA understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered **full-time**, an employee must work a minimum of 32 hours per week.

### **What are my Section 3 requirements as a PBCHA Contractor?**

All PBCHA contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

### **What is the difference between a contractor complying with Section 3 regulatory requirements verses a contractor being a Section 3 Business?**

In order to **comply with Section 3 regulations** every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a **Section 3 Business** and receive the preferences available to Section 3 Businesses, your company must be **one** of the following:

- **Status 1: Resident Owned Business** – Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Palm Beach County resident).
- **Status 2: Resident Employed Business** – Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Palm Beach County residents).
- **Status 3: Subcontracting to Section 3 Businesses** – Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

**What preferences are available for contractors or subcontractors that meet Section 3 Business status?**

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every PBCHA Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an PBCHA primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

**What is a PBCHA primary contractor?**

A PBCHA primary contractor is any business that has a contract directly with PBCHA. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

**Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?**

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of PBCHA primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

### **How long do Section 3 documents need to be stored?**

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

### **What if I can't find qualified Section 3 Residents using the resources above?**

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

### **How can I get additional support?**

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact LaQuavial Pace, Contracts and Procurement Manager, at 561-684-2160 or [lpace@pbchafl.org](mailto:lpace@pbchafl.org).

## **SECTION 3 COVER PROJECT** **LABOR PLAN**

Primary Contractor: \_\_\_\_\_

Sub-Contractor (if applicable): \_\_\_\_\_

Completed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions:**

If completing plan at bid or Notice to Proceed – list all current employees and employees you intend to hire in completing the Section 3 covered contract. If completing at 50% or contract close – list only current staff; do not provide hiring goals.

[illegible]

\* Current employees is defined as any worker who has appeared on the Contractor's payroll for at least 60 days of the 100 working days prior to the award of this contract.

\*\* New hires is defined as any worker who has not worked 60 days or more of the 100 working days prior to the award of this contract.

[illegible]



## **SECTION 3 BUSINESS SELF-CERTIFICATION**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_  
(Street) (City) (Zip)

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Please check the box next to the appropriate status type of your Section 3 Business.

**Note:** Below each status type is a list of **documents required as evidence of your Section 3 eligibility**. PBCHA or its contractors must receive all required documents before your business can receive any preference based on your Section 3 Business status.

☐ **STATUS 1: RESIDENT OWNED BUSINESS**

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Palm Beach County resident)

**Attached Documentation Required:**

For sole proprietor:

- Completed Section 3 Resident Self-Certification form

Additional documents for other business types:

- Copy of Articles of Incorporation, partnership agreement, or corporation annual report

☐ **STATUS 2: RESIDENT EMPLOYED BUSINESS**

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Palm Beach County residents).

**Attached Documentation Required:**

- Completed Labor Plan form, and
- Completed Section 3 Resident Self-Certification forms for all employees claimed as Section 3 Residents

☐ **STATUS 3: SUBCONTRACTING TO SECTION 3 BUSINESSES**

Twenty-five percent (25%) of the dollar amount of the awarded contract is subcontracted to Section 3 Business who qualified as Status 1 or Status 2. **Note:** This type of Section 3 Business status is only available to contractor's that contract directly with PBCHA. It is not available to subcontractors of a PBCHA primary contractor.

**Attached Documentation Required:**

- Completed Subcontracting Plan form, and
- Section 3 Business Self-Certification form for each subcontractor claiming Section 3 status

### **SECTION 3 CERTIFICATION STATEMENT**

By signing below, I certify that:

- I am an authorized representative of the company named above,
- The company named above meets the requirements of the Section 3 status checked,
- I understand that the documents required as evidence of Section 3 status must be kept for at least 5 years from the date of closure of the contract for which they apply,
- I understand that noncompliance with HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

## **SECTION 3 RESIDENT CERTIFICATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

### **Purpose of Section 3**

Section 3 of the Housing and Urban Development Act of 1968, requires that Palm Beach County Housing Authority ensure employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to low-income persons, particularly recipients of government housing assistance, in Palm Beach County.

### **A Section 3 Resident is:**

1. A Palm Beach County Housing Authority public housing resident; **Or**
2. An individual or family who lives in Palm Beach County and whose income is at or below the following low-income guidelines set by HUD.

<b>Palm Beach County 2015 Median Household Income Limits</b>							
<b>Household Size</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>
<b><u>Low (80%) Income Limits</u></b>	\$36,750	\$42,000	\$47,250	<b>\$52,500</b>	\$56,700	\$60,900	\$65,100

### **Statement of Certification**

I, \_\_\_\_\_, certify that I have reviewed the Section 3 qualifications listed above and am eligible for Section 3 status because (check one):

- ☐ I am a Palm Beach County Housing Authority public housing resident; **Or**  
☐ I am a Palm Beach County resident with household income below the amount listed above.

I understand that if requested, I must provide evidence of my eligibility by producing my most recent tax return and residential lease or mortgage statement in place at the date of signing this certification.

If you are unable to provide evidence of Section 3 eligibility, DO NOT SIGN BELOW. Penalties for falsely certifying Section 3 eligibility or being unable to provide evidence when requested may include termination of employment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ I have read the definition of a Section 3 Resident and it does not apply to me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WD 15-4341 (Rev.-6) was first posted on www.wdol.gov on 08/01/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-4341
Director	Wage Determinations		Revision No.: 6
			Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: North Carolina, Virginia

Area: North Carolina Counties of Currituck, Gates  
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg, York

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.26
01012 - Accounting Clerk II		16.01
01013 - Accounting Clerk III		17.91
01020 - Administrative Assistant		23.81
01035 - Court Reporter		20.70
01041 - Customer Service Representative I		11.44
01042 - Customer Service Representative II		12.86
01043 - Customer Service Representative III		14.04
01051 - Data Entry Operator I		12.79
01052 - Data Entry Operator II		13.96
01060 - Dispatcher, Motor Vehicle		17.23
01070 - Document Preparation Clerk		13.21
01090 - Duplicating Machine Operator		13.21
01111 - General Clerk I		12.42
01112 - General Clerk II		13.78
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		19.51
01141 - Messenger Courier		13.44
01191 - Order Clerk I		13.86
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		16.22
01262 - Personnel Assistant (Employment) II		18.14
01263 - Personnel Assistant (Employment) III		20.23
01270 - Production Control Clerk		27.78
01290 - Rental Clerk		14.15
01300 - Scheduler, Maintenance		15.65

01311 - Secretary I	15.65
01312 - Secretary II	17.51
01313 - Secretary III	19.51
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	23.81
01420 - Survey Worker	14.28
01460 - Switchboard Operator/Receptionist	12.44
01531 - Travel Clerk I	12.21
01532 - Travel Clerk II	13.04
01533 - Travel Clerk III	13.82
01611 - Word Processor I	14.43
01612 - Word Processor II	16.21
01613 - Word Processor III	18.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.82
05010 - Automotive Electrician	21.03
05040 - Automotive Glass Installer	20.09
05070 - Automotive Worker	20.09
05110 - Mobile Equipment Servicer	18.15
05130 - Motor Equipment Metal Mechanic	22.02
05160 - Motor Equipment Metal Worker	20.09
05190 - Motor Vehicle Mechanic	22.02
05220 - Motor Vehicle Mechanic Helper	17.13
05250 - Motor Vehicle Upholstery Worker	19.10
05280 - Motor Vehicle Wrecker	20.09
05310 - Painter, Automotive	21.03
05340 - Radiator Repair Specialist	19.10
05370 - Tire Repairer	13.84
05400 - Transmission Repair Specialist	22.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.60
07041 - Cook I	13.45
07042 - Cook II	14.92
07070 - Dishwasher	8.99
07130 - Food Service Worker	10.29
07210 - Meat Cutter	16.69
07260 - Waiter/Waitress	11.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	19.39
09090 - Furniture Refinisher Helper	15.80
09110 - Furniture Repairer, Minor	17.62
09130 - Upholsterer	20.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.41
11060 - Elevator Operator	11.92
11090 - Gardener	13.92
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	11.61
11240 - Maid or Houseman	9.78
11260 - Pruner	11.63
11270 - Tractor Operator	13.11
11330 - Trail Maintenance Worker	11.61
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	16.99
12012 - Certified Occupational Therapist Assistant	29.34
12015 - Certified Physical Therapist Assistant	26.02

12020 - Dental Assistant	15.60
12025 - Dental Hygienist	34.44
12030 - EKG Technician	27.07
12035 - Electroneurodiagnostic Technologist	27.07
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	15.19
12072 - Licensed Practical Nurse II	16.99
12073 - Licensed Practical Nurse III	18.93
12100 - Medical Assistant	14.22
12130 - Medical Laboratory Technician	18.70
12160 - Medical Record Clerk	15.13
12190 - Medical Record Technician	16.93
12195 - Medical Transcriptionist	15.70
12210 - Nuclear Medicine Technologist	31.32
12221 - Nursing Assistant I	10.73
12222 - Nursing Assistant II	12.06
12223 - Nursing Assistant III	13.16
12224 - Nursing Assistant IV	14.78
12235 - Optical Dispenser	20.23
12236 - Optical Technician	18.25
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	15.68
12305 - Radiologic Technologist	26.61
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.07
12315 - Registered Nurse III, Anesthetist	36.07
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	21.03
12320 - Substance Abuse Treatment Counselor	19.64
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.80
13047 - Librarian	32.67
13050 - Library Aide/Clerk	12.61
13054 - Library Information Technology Systems Administrator	23.82
13058 - Library Technician	16.78
13061 - Media Specialist I	18.59
13062 - Media Specialist II	20.79
13063 - Media Specialist III	23.17
13071 - Photographer I	13.93
13072 - Photographer II	18.46
13073 - Photographer III	22.43
13074 - Photographer IV	24.90
13075 - Photographer V	30.14
13090 - Technical Order Library Clerk	15.84
13110 - Video Teleconference Technician	16.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.56
14042 - Computer Operator II	17.40
14043 - Computer Operator III	19.41
14044 - Computer Operator IV	21.57
14045 - Computer Operator V	23.88
14071 - Computer Programmer I	(see 1) 20.26
14072 - Computer Programmer II	(see 1) 25.09

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.56
14160 - Personal Computer Support Technician		21.57
14170 - System Support Specialist		26.47
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.24
15020 - Aircrew Training Devices Instructor (Rated)		40.21
15030 - Air Crew Training Devices Instructor (Pilot)		48.04
15050 - Computer Based Training Specialist / Instructor		33.24
15060 - Educational Technologist		32.28
15070 - Flight Instructor (Pilot)		48.04
15080 - Graphic Artist		24.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.85
15086 - Maintenance Test Pilot, Rotary Wing		37.85
15088 - Non-Maintenance Test/Co-Pilot		37.85
15090 - Technical Instructor		25.41
15095 - Technical Instructor/Course Developer		31.09
15110 - Test Proctor		20.52
15120 - Tutor		20.52
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.16
16030 - Counter Attendant		9.16
16040 - Dry Cleaner		11.74
16070 - Finisher, Flatwork, Machine		9.16
16090 - Presser, Hand		9.16
16110 - Presser, Machine, Drycleaning		9.16
16130 - Presser, Machine, Shirts		9.16
16160 - Presser, Machine, Wearing Apparel, Laundry		9.16
16190 - Sewing Machine Operator		12.59
16220 - Tailor		13.49
16250 - Washer, Machine		10.02
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.51
19040 - Tool And Die Maker		26.83
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.76
21030 - Material Coordinator		27.78
21040 - Material Expediter		27.78
21050 - Material Handling Laborer		11.98
21071 - Order Filler		11.96
21080 - Production Line Worker (Food Processing)		17.76
21110 - Shipping Packer		16.25
21130 - Shipping/Receiving Clerk		16.25
21140 - Store Worker I		13.27
21150 - Stock Clerk		16.73
21210 - Tools And Parts Attendant		17.76
21410 - Warehouse Specialist		17.76
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		31.00
23019 - Aircraft Logs and Records Technician		24.24
23021 - Aircraft Mechanic I		29.52
23022 - Aircraft Mechanic II		31.00
23023 - Aircraft Mechanic III		32.44
23040 - Aircraft Mechanic Helper		21.77
23050 - Aircraft, Painter		26.88
23060 - Aircraft Servicer		24.24
23070 - Aircraft Survival Flight Equipment Technician		26.88

23080 - Aircraft Worker	25.52
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.52
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.52
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	17.46
23125 - Cable Splicer	28.38
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	20.67
23160 - Electrician, Maintenance	23.77
23181 - Electronics Technician Maintenance I	23.07
23182 - Electronics Technician Maintenance II	24.32
23183 - Electronics Technician Maintenance III	25.53
23260 - Fabric Worker	21.28
23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	20.19
23311 - Fuel Distribution System Mechanic	24.99
23312 - Fuel Distribution System Operator	20.36
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	29.52
23381 - Ground Support Equipment Servicer	24.24
23382 - Ground Support Equipment Worker	25.52
23391 - Gunsmith I	20.19
23392 - Gunsmith II	22.39
23393 - Gunsmith III	24.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.42
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.49
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	25.61
23465 - Laboratory/Shelter Mechanic	15.00
23470 - Laborer	11.98
23510 - Locksmith	23.24
23530 - Machinery Maintenance Mechanic	24.91
23550 - Machinist, Maintenance	23.81
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	25.61
23592 - Metrology Technician II	26.89
23593 - Metrology Technician III	28.14
23640 - Millwright	27.25
23710 - Office Appliance Repairer	21.16
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	22.87
23810 - Plumber, Maintenance	21.79
23820 - Pneudraulic Systems Mechanic	24.79
23850 - Rigger	24.22
23870 - Scale Mechanic	22.39
23890 - Sheet-Metal Worker, Maintenance	23.01
23910 - Small Engine Mechanic	20.11
23931 - Telecommunications Mechanic I	29.09
23932 - Telecommunications Mechanic II	30.54
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	23.92
23965 - Well Driller	24.79
23970 - Woodcraft Worker	24.79
23980 - Woodworker	20.19
24000 - Personal Needs Occupations	
24550 - Case Manager	13.92

24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.81
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.86
25040 - Sewage Plant Operator	20.68
25070 - Stationary Engineer	24.86
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.68
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.59
27007 - Baggage Inspector	13.42
27008 - Corrections Officer	18.71
27010 - Court Security Officer	20.29
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	18.71
27070 - Firefighter	19.65
27101 - Guard I	13.42
27102 - Guard II	15.31
27131 - Police Officer I	22.07
27132 - Police Officer II	24.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.76
28042 - Carnival Equipment Repairer	11.42
28043 - Carnival Worker	8.77
28210 - Gate Attendant/Gate Tender	14.30
28310 - Lifeguard	12.22
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.83
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.47
29020 - Hatch Tender	25.47
29030 - Line Handler	25.47
29041 - Stevedore I	24.21
29042 - Stevedore II	26.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	18.85
30022 - Archeological Technician II	21.09
30023 - Archeological Technician III	25.14
30030 - Cartographic Technician	26.68
30040 - Civil Engineering Technician	25.15
30051 - Cryogenic Technician I	23.34
30052 - Cryogenic Technician II	25.78
30061 - Drafter/CAD Operator I	18.85
30062 - Drafter/CAD Operator II	21.09
30063 - Drafter/CAD Operator III	23.52
30064 - Drafter/CAD Operator IV	28.93
30081 - Engineering Technician I	17.82
30082 - Engineering Technician II	19.79
30083 - Engineering Technician III	22.59
30084 - Engineering Technician IV	27.42
30085 - Engineering Technician V	33.54



30086 - Engineering Technician VI	40.58
30090 - Environmental Technician	24.06
30095 - Evidence Control Specialist	21.07
30210 - Laboratory Technician	21.99
30221 - Latent Fingerprint Technician I	23.50
30222 - Latent Fingerprint Technician II	25.96
30240 - Mathematical Technician	26.68
30361 - Paralegal/Legal Assistant I	17.02
30362 - Paralegal/Legal Assistant II	21.08
30363 - Paralegal/Legal Assistant III	25.80
30364 - Paralegal/Legal Assistant IV	31.20
30375 - Petroleum Supply Specialist	25.78
30390 - Photo-Optics Technician	26.68
30395 - Radiation Control Technician	25.78
30461 - Technical Writer I	23.10
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	28.02
30502 - Weather Forecaster II	30.99
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.52
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	14.46
31030 - Bus Driver	18.27
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	9.28
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	12.65
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	18.04
31364 - Truckdriver, Tractor-Trailer	18.04
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.95
99050 - Desk Clerk	9.92
99095 - Embalmer	30.76
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.01
99252 - Laboratory Animal Caretaker II	12.75
99260 - Marketing Analyst	26.24
99310 - Mortician	30.76
99410 - Pest Controller	15.66
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.17
99810 - Sales Clerk	11.04
99820 - School Crossing Guard	14.20
99830 - Survey Party Chief	21.69
99831 - Surveying Aide	13.54
99832 - Surveying Technician	19.72
99840 - Vending Machine Attendant	15.63
99841 - Vending Machine Repairer	18.30

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).



# PALM BEACH COUNTY HOUSING AUTHORITY

"Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes"

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name or entity submitting sworn statement]

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number(FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commissioned name of notary public)

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### **4. Organizational Conflicts of Interest Certification**

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### **5. Authorized Negotiators (RFPs only)**

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

#### **6. Conflict of Interest**

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

#### **7. Offeror's Signature**

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

---

Signature & Date:

---

Typed or Printed Name:

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Title:

---

# 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. 1/31/2017)

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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 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.

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## 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



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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-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.

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\_\_\_\_\_  
Name and Address of Responder

\_\_\_\_\_  
Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official of Responder

\_\_\_\_\_  
Date

**ATTACHMENT G-2**  
**AFFIDAVIT OF NON-COLLUSION**

By signing below, the undersigned official of the Responder hereby certifies and affirms under penalties of perjury that: (a) costs, prices and/or fees and services submitted or to be submitted at a later date are or shall be made without prior agreement, understanding, or connection with any corporation, firm or person submitting a response to this solicitation, and are fair and without fraud; (b) that the Responder has not colluded, conspired, connived or agreed, directly or indirectly with any Responder or person to put in a sham submittal to refrain from competing for the proposed contract, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication with any person to fix the proposed prices or any element of the submittal, or to secure any advantage against PBCHA or any person; (c) that the Responder agrees to be bound by all conditions of this submittal and (d) that this official is authorized to sign this affidavit for the firm.

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\_\_\_\_\_  
Name and Address of Responder

\_\_\_\_\_  
Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official of Responder

\_\_\_\_\_  
Date

**ATTACHMENT G-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 erroneously 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

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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 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.

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Name and Address of Responder

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

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Signature of Authorized Representative or  
Official of Bidder/Responder

\_\_\_\_\_  
Date

**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.

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Name and Address of Responder

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Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official Responder

\_\_\_\_\_  
Date

**ATTACHMENT G-6**  
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that 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.
2. By submission of this proposal, the Responder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Responder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract and grounds for terminating the contract.
3. The Responder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
  - a. Obtain identical certifications from the proposed subcontractors;
  - b. Retain the certifications in its files; and
  - c. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

*"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF  
NONSEGREGATED FACILITIES.*

*A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).*

*NOTE: The penalty for making false statements in proposals or proposals is prescribed in 18 U.S.C.101.*

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Name and Address of Responder

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Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official Responder

\_\_\_\_\_  
Date

**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.

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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 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.

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Name and Address of Responder

\_\_\_\_\_  
Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official of Responder

\_\_\_\_\_  
Date

**ATTACHMENT G-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.

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Name and Address of Responder

\_\_\_\_\_  
Type Name and Title of Authorized Official or  
Representative of Responder

\_\_\_\_\_  
Signature of Authorized Representative or  
Official of Responder

\_\_\_\_\_  
Date

**ATTACHMENT G-10**  
**AUTHORIZATION OF RESPONDER FOR VERIFICATION OF REFERENCES**

The undersigned Responder hereby authorizes and requests any and all persons, firms, corporation, and government entities to furnish any information requested by the Palm Beach County Housing Authority (PBCHA) for verification of the references provided and for determining the quality and timeliness of the services describe in this document, after execution by the Responder, presented by PBCHA to any such person, firm, corporation, government entity shall be as valid as the original.

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Printed Name and Address of Responder

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Printed Name and Title of Authorized Representative  
or Official of Responder

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Signature of Authorized Representative  
or Official of Responder

\_\_\_\_\_  
Date