



**REQUEST FOR PROPOSAL  
FOR  
INFORMATION TECHNOLOGY SERVICES**

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RFP: FY2017-IT-001

October 23, 2017

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**PALM BEACH COUNTY HOUSING AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
INFORMATION TECHNOLOGY SERVICES  
RFP No.: FY2017-IT-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**

PBCHA/SPECTRA are requesting proposals from qualified firm(s) to provide Information Technology Services, including maintaining and further developing the Information Systems of the Housing Authority, including all software applications, workstations (currently 50 ±) and resident computer labs (currently 15 ± workstations) file servers and network systems (4 remote sites) and all on-line systems, including e-mail and Internet access, all as described in this Request for Proposals.

There is no expressed or implied obligation of PBCHA/SPECTRA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, PBCHA/SPECTRA reserves the right, where it may serve its best interest, to request additional information or clarifications from Responders, or to allow corrections of errors or omissions. At the discretion of PBCHA/SPECTRA, oral presentations by the soliciting firms may be included as part of the evaluation process.

PBCHA/SPECTRA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PBCHA/SPECTRA and the selected firm.

### **1.3 PROCUREMENT AUTHORITY**

All matters and issues related to this RFP, and any contract resulting from this 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 Housing Agencies, **Handbook 7460.8, REV-2**; applicable Federal, State and Local laws and the **Statement on Procurement Policy** for The Palm Beach County Housing Authority.

### **1.4 REQUIRED QUALIFICATIONS**

The selected IT firm must provide information technology services as the primary function of their business; maintain 24/7 availability, central office in the region; have sufficient size and depth of management, resources and staff to support the services required in the specifications; have sufficient financial resources to meet payroll, equipment and supplies to meet operational requirements and ensure quality services; have measurable and demonstrated successful experience in providing specified Services for like size venue and operations.

## **2.0 SCOPE OF SERVICES**

### **2.1 General Statement of Services**

The project director for the project should be identified as such. It is expected that this person will direct all facets of the contract, and be available as point-of -contact for the PBCHA. The proposal will set forth every person who is proposed to perform services on the contract. If the Responder desires to replace persons who have been identified as those who will perform work on the contract, it shall be done only with the PBCHA approval. Services are to be provided only by the persons described in the Responder's proposal or by such other persons that have been approved by the PBCHA in writing to provide services.

Services will be provided on an “as needed” basis, as determined by the PBBCHA, for a term of one year from the date of contract award, with the PBCHA having the option to extend the contract for two additional one year terms. The hours of services shall be determined by the need of the PBCHA as determined by the PBCHA. It is estimated that the PBCHA will need approximately forty to fifty-five hours of services per month; however, in some months the PBCHA will require more hours and in some months, less. In particular, it is estimated that there will be increased hours during the first six months of the contract. The PBCHA will provide office space and supplies, a telephone, pc, printer and access to the PBCHA’s business machines, including copier and fax, to be used for Authority purposes only (all equipment shall remain Authority property.) The Responder will not be considered a PBCHA employee and will not be entitled to employee benefits. The Responder will receive compensation at the hourly rate only for hours of services actually performed. The PBCHA will not reimburse for travel expenses unless such travel is for PBCHA business AND is authorized in advance by the PBCHA. (The PBCHA will not reimburse for commuting expenses.) Other expenses incurred on behalf of the PBCHA are approvable for reimbursement only if they have been authorized in advance by the PBCHA. The PBCHA reserves the right to contract with other vendors for services that fall within the scope of this contract, including, but not limited to, employee training, software and hardware installation, website design.

The Responder is hereafter referred to as the “IT Provider”. Subject to instruction and direction from the PBCHA’s Chief Executive Officer or his/her designee, the IT Provider will be responsible for maintaining and developing the Information Systems of the PBCHA, including all software applications, all workstations and peripherals, the file servers and network systems, email and all on-line systems, including Internet access.

### **Scope of Services**

- Basic network system maintenance, including: establishing and enforcing protocols, performing setups, troubleshooting problems, administering print and periphery functions, assessing configurations, installing hardware and software or overseeing their installation, and supervising systems backups;
- Ongoing development of the network system, including maintenance of the PBCHA’s remote offices;
- Security and protection of the entire system, including: virus protection, control of access and maintenance of security codes, physical security of the network, and disaster preparation and prevention, and maintenance of all backup systems;

- Provide a proper environment for the server room, ensuring that it is clean, secure and well organized;
- Maintenance of all workstations, controlling the selection and loading of software applications, troubleshooting local desktop problems, tracking and utilizing warranties and licenses as applicable and functioning as a helpdesk to all PBCHA staff;
- Supervise, facilitate and troubleshoot all electronic reports to HUD, DES and other relevant agencies;
- Maintenance of Internet and e-mail capacity for all designated PBCHA staff;
- Make recommendations to PBCHA concerning personal training needs and training needs of end-users;
- Maintain detailed records of all activities, including daily maintenance of the IT Department work order tracking system;
- Report user problem to vendor(s), as appropriate, maintaining logs and following through with vendor(s) to ensure resolution;
- Work with PBCHA staff to develop and maintain adequate security procedures and disaster plans, including the implementation of organization-wide read and write access for end-users, based on need;
- Develop operating manuals for all areas of responsibility in a format approved by the Chief Executive Officer;
- Assist in developing annual IT Department planning and budget recommendations;
- Make recommendations to Chief Executive Officer or designee concerning possibilities for cost reduction and greater efficiencies;
- Participate in user groups and professional organization as approved by the Chief Executive Officer or designee;
- Develop, implement and document preventive maintenance procedures for all areas of responsibility;

- Develop specifications for the purchase of any software, hardware, or other IT equipment desired by the PBCHA; and
- Perform other related duties as assigned by the Chief Executive Officer or designee.

## 2.2 On Demand Response

The contractor shall offer on-demand response to PBCHA IT requests. The contractor shall have access and be available during the Agency's normal business hours. It is expected that contractor is to perform maintenance service after hours and on weekends in situations which would least likely disrupt daily operations. Specific times and dates shall be coordinated with the Chief Executive Officer or designee.

## 2.3 Confidentiality Clause

Confidentiality of computer information and data is vital. The selected contractor and their employees will be required to sign and adhere to confidentiality clause that information in the system must remain confidential under penalty of law.

# 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/SPECTRA will accept proposal(s) in accordance with the **Timetable** provided in **3.2** below. It is the Responder's responsibility to ensure that the proposal is delivered by the designated time and date. Proposal(s), 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-IT-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**  
[lpace@pbchaf1.org](mailto:lpace@pbchaf1.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 30, 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 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.

**3.4 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 at the time PBCHA awards a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

### **3.5 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 in accordance with the Time Table in Section 3.2. 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.

### **3.6 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, submission and 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.

### **3.7 Execution of Proposal**

The original proposal and five (5) duplicates must each contain a manual original signature of an authorized representative of the Responder. The authorized representative of the Responder must initial all corrections made on the proposal. 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 Subcontracting with 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 is 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-owned Businesses (WBE); and/or Small Disadvantaged Businesses (SDB), as such policies may be adopted, amended, and/or implemented.

PBCHA has not established a minimum threshold for participation; however, PBCHA strongly encourages and affirmatively promotes Equal Opportunity in all PBCHA professional services contracts.

All MBEs to be utilized for PBCHA contracts must be certified as a MBE or WBE by any Federal, State, or local jurisdiction in order for their participation to be acknowledged. All certifications must be current. Provide the names, addresses, telephone numbers, and MBE/WBE certifications of all MBEs and WBEs who will be performing work on this project. Provide a description of the work to be performed by each firm and the proposed percentage of the total contract dollar amount that will be awarded to each firm.

#### **4.2 Compliance with Section 3 of the U.S. Housing Act**

The successful Responder shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD thereunder.

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.

Each Respondent must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures, as well as similar activities associated with low and very-low income persons, notably those living in public housing.

### **5.0 INSURANCE REQUIREMENTS**

#### **5.1 Required Coverage**

The proposal package must include evidence of the Responder's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage. Such insurance shall be procured from a company licensed to do business in the State of Florida and placed with a carrier possessing an A.M. Best's Rating of B+VI or better, and maintained for the entire duration of the proposed contract. The PBCHA shall be named as additional insured on the Responder Commercial General Liability Policy.

The Respondent shall indemnify, defend and save harmless the PBCHA and all its officers, agents and employees against all suits, claims of liability of every nature and name, for or on account of all injuries to persons or damage to property arising out of the negligence of the Responder in the performance of the work covered by this Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorney fees.

## **5.2 Proof of Insurance upon Notice of Award**

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 the required Certificates of Insurance all other documents required under the proposed Contract. In such case, all existing agreements between PBCHA and the successful Responder shall immediately become null and void upon such cancellation.

## **6.0 PROPOSAL STRUCTURE AND RANKING CRITERIA**

### **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 proposal, PBCHA shall assess the responder’s responsiveness prior to being advanced to the next stage for further consideration by the Selection Panel. 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
- Appropriate Qualifications (A+ Certified and Microsoft Certified)
- Eligibility for Award of a Federally-Assisted Contract
- Reputation (In Good Standing and Good References)

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## 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.

## 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:

- a) The terms and conditions of the RFP, inclusive of the Attachments, and 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 shall constitute an actionable breach of contract.
- b) Responders are not entitled to rely on any representations made by any employee, member, officer, or representative of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature.
- c) The Notice of Award may be effective for up to one (1) year 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. The Contractor shall perform its services as outlined in the Scope of Services in a prompt and timely manner and shall commence performance upon receipt of a written Notice-To-Proceed from PBCHA.
- d) The Notice-to-Proceed shall set forth the precise date of commencement of the work. The Contractor shall make its non-exclusive services available during the entire contract period.

## **7.2 Cancellation**

Irrespective of any default hereunder, PBCHA may also at any time at its discretion cancel the contract in whole or in part, delete any scheduled item and/or reduce/increase the quantity of any scheduled item as deemed necessary by PBCHA. In such event the contractor shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as allowed for in the contract.

## **7.3 Form of Contract**

The contracts to be awarded under this RFP shall be for the Information Technology Services required by PBCHA. All work under the proposed Contract shall be included in an Information Technology Services Contract issued by PBCHA and signed by both parties.

## **7.4 Basis of Contract Award**

Following the evaluation of proposals, PBCHA shall award a contract to the responsible Responder whose proposal will be most advantageous to PBCHA, considering price, remuneration and any other factors specified in this RFP.

Subject to the availability of funds, PBCHA may negotiate a contract with the successful Responder(s). Any contract awarded pursuant to this RFP shall be made to the responsible Responder(s) whose proposal is determined to be the most advantageous to PBCHA, price and technical factors considered. 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 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 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.

## **7.6 Time and Order of Work**

The successful Responder shall be readily available and capable of immediately assuming all duties involved in the representation of PBCHA upon award and shall be capable of meeting any and all deadlines. PBCHA shall issue a Notice to Proceed to the selected Respondent before work may commence.

## **8.0 COMPENSATION**

The compensation shall be in accordance with the following provisions, as well as those additional terms set forth under the prospective Contract:

### **8.1 Fees/Costs**

Respondents shall indicate its proposed fees detailing cost for junior and/or senior tech support. The fees proposed for the initial term shall be valid for ninety (90) days from the date proposals are due. The fees for the option terms shall be fixed during each option term(s) and are not subject to change after execution of a contract.

In the proposed fee, the hourly rate must be “fully loaded” (i.e. inclusive of all clerical support, reports, and materials supplied that are necessary for performing services under this RFP). These rates shall include any overhead and/or profit. PBCHA, at its sole option, may require Respondents to provide a breakdown of overhead and/or profit by title. If there are reimbursable costs associated with providing the Services under this RFP, they are to be identified.

The award of a contract under this RFP will not be based solely on the fee. The Fee Proposal will be used to determine the Respondent, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.

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## **8.2 Dispute Procedures**

Any prospective or actual Responder may protest this solicitation or the contract award based on this solicitation 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 its implementing procedures, or violation of applicable Federal or State law.

## **9.0 SUBMISSION REQUIREMENTS**

### **9.1 Structure of Proposal**

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be organized in accordance with the factors delineated hereunder for which a proposal is submitted. The Responder shall specify each project followed by the response thereto. Each completed proposal must fit into one (1) binder. In case of Responders organized as joint ventures, all information applicable to the joint venture, including a copy of the official documents establishing the joint venture must be submitted.

### **9.2 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 required number of copies of all letters of intent between the Responder and Minority Business Enterprises (MBE) and Woman-owned businesses (WBE) subcontractors; (c) the required number of copies of applicable accreditation records, licenses and/or permits; (d) three (3) references with the capability for evaluating the type of services requested under this solicitation and with knowledge of services previously rendered by Responder; and (e) all other information requested under this RFP.

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## 10.0 **EVALUATION FACTORS**

The proposal should address the factors outlined under each Project, below:

**10.1 Qualifications** of assigned personnel, including a list of all key members of the firm who will be committed to this project and indicate their job function(s) and title(s). Indicate the level of effort, area of expertise and function of each member assigned to the Agency. Submit an organizational chart to show how the key members will be involved. Include résumés for each member, highlighting the education, work experience, professional licenses/registrations that are relevant to the scope of work in this RFP.

**10.2 Experience** in and demonstrated success providing information technology services to Public Housing Authorities.

**10.3 Capacity** to provide information technology services in a timely manner with limited notice and within a confined time line. Describe the human and technical resources available to you for rendering the services requested in this RFP, including the geographic location of offices and support staff that will be committed to the Agency. Respondent should provide a chart, which clearly describes quantities and duration of time commitment for members of the team.

**10.4 Responsiveness of Proposal:** The proposal will be evaluated for clarity; for the fee structure in relation to the services to be provided; and for completeness of the submission including required certifications and documentation. The Responder must demonstrate in the proposals, an understanding of the requirements set forth in this solicitation. The Responder is advised that the proposal may not merely offer to provide services in accordance with the requirements of PBCHA's Scope of Services or specifications.

**10.5 Price Reasonableness:** List the hourly billing rate of each individual who will be committed to this Agency, relative to the scope of services. The proposed fees must be reasonable. The proposal 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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## 11.0 **SELECTION PROCESS AND EVALUATION CRITERIA**

### 11.1 **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 individual merit and not analyzed in comparison with other proposals.

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 evaluation 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 **responsive** or **unresponsive** based on the Raw Score received.

Proposals determined to be responsive 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 classified as **unresponsive** shall be excluded from the remainder of the selection process and notified accordingly.

### 11.2 **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 for 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.

### **11.3 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.

### **11.4 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.

*{ This Space is intentionally left blank }*

## 11.5 Selection Criteria

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

| SELECTION CRITERIA  | MAXIMUM POINTS |
|---|----------------|
| <b>Qualifications</b> of assigned personnel, including a list of all key members of the firm and any consultant(s) or sub-consultants(s) who will be assigned to the Agency.                | 10             |
| <b>Experience</b> in and demonstrated success in completing the services described in the Scope of Services in collaboration with Public Housing Authorities.                               | 25             |
| <b>Capacity</b> - ability to provide information technology services in a timely manner with limited notice and within a confined time-frame.   | 25             |
| <b>Responsiveness</b> – Completion, clarity and correctness of all RFP Requirements.  | 10             |
| <b>Price Reasonableness</b> - List the hourly billing rate of each individual who will be committed to the agency, relative to the scope of services. The proposed fees must be reasonable. | 30             |
| TOTAL   | 100            |

## ATTACHMENTS

Each written or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The Responder is required to complete and submit the certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following attachments:

### HUD Documents

- |                 |  |
|-----------------|--|
| HUD Form 5369-B | Instructions to Offerors- Non-Construction                                 |
| HUD Form 5369-C | Certifications and Representations of Offerors – Non-Construction Contract |
| HUD Form 5370-C | General Contract Conditions – Non-Construction                             |

### 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   |

# 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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans       Asian Pacific Americans
- Hispanic Americans     Asian Indian Americans
- Native Americans       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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
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.**

(1) The prospective lower tier participant certifies, by submission of this certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower-tier participant must provide the information requested in section (3) below, and shall attach an explanation to its submittal.

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

| Name  | Title or Interest |
|-------|-------------------|
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |
| _____ | _____             |

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date



**ATTACHMENT G-4**  
**CONFLICT OF INTEREST CERTIFICATION**

PART I. CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

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

**ATTACHMENT G-4**  
**CONFLICT OF INTEREST CERTIFICATION**

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

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

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

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

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

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

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Name and Address of Responder

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

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

\_\_\_\_\_  
Date

**ATTACHMENT 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

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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