



## **Invitation for Bid**

**IFB SC2026-0001**

**FOR**

**PEST CONTROL**

**Multiple HABC Properties  
BREVARD COUNTY, FLORIDA**

Issue Date: May 24<sup>th</sup>, 2026

**Response Due: June 25<sup>th</sup>, 2026, at 2:00 P.M. EST**

*Housing Authority of Brevard County  
Melbourne Housing Authority  
1686 Marywood Rd.  
Melbourne, FL 32934  
(321) 321-294-2545*

**THE HOUSING AUTHORITY OF BREVARD COUNTY CONDUCTS ITS PROCUREMENT ACTIVITIES PURSUANT TO 2 CFR PART 200 (OR AS MAY BE AMENDED FROM TIME TO TIME), APPLICABLE FEDERAL AND STATE REGULATIONS, AND THE AUTHORITY'S PROCUREMENT POLICY. THESE DOCUMENTS ARE AVAILABLE FOR REVIEW AT THE AUTHORITY'S OFFICE LOCATED AT 1401 GUAVA AVENUE, MELBOURNE, FL, 32935.**

The Housing Authority of Brevard County reserves the right to accept or reject any or all proposals, to negotiate with all qualified sources for additional program services, or to cancel the Invitation for Bid (IFB) in part, or in its entirety, if it is in the best interest of the Authority to do so. Award will go to the lowest responsible and responsive bidder.





**INVITATION FOR BID  
SC2026-0001  
Pest Control**

Legal notice is hereby given that sealed bids will be received by the Melbourne Housing Authority and Housing Authority of Brevard County for Pest Control Services at multiple housing units and office sites located throughout Brevard County.

Sealed bids must be submitted by 2:00 P.M. (EST) on Thursday, June 25<sup>th</sup>, 2026, and will be publicly opened and read aloud at our office located at 1686 Marywood Rd, Melbourne, Florida, 32934.

All mailed bids must be mailed to 1686 Marywood Rd, Melbourne, FL 32934. All bids that are personally delivered must be dropped off at 1686 Marywood Rd, Melbourne, FL 32934.

Sealed bids must be conspicuously marked,  
“IFB SC2026-0001 Pest Control”

Technical questions may be addressed, prior to June 17<sup>th</sup>, 2026, at 5:00 P.M. to:  
[Bidderquestions@habc.us](mailto:Bidderquestions@habc.us)

An informational session will be conducted on June 10<sup>th</sup>, 2026, at 10:00 A.M. at 1686 Marywood Rd., Melbourne, FL 32934.

Bid Published	May 24 <sup>th</sup> , 2026
Walk-through/pre bid meeting	June 10 <sup>th</sup> , 2026
Vendor Questions Answered	June 17 <sup>th</sup> , 2026
<b>Bid Open</b>	<b>June 25<sup>th</sup>, 2026, 2:01 P.M. (EST)</b>

No verbal requests for clarification or information will be accepted. All such requests must be made in writing. All such requests must be submitted to the Authority by mail, email, fax, or hand delivery. All questions and clarifications will be answered in a written addendum(s), to be issued no later than June 17<sup>th</sup>, 2026, to any proposer(s) who have been issued a copy of this IFB.





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- V. Site maps
- VI. HUD Form 5370-C
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- VIII. HUD Form 2992
- IX. Smoke Free Policy
- X. Section 3 Clause
- XI. Affidavit / EEO Compliance



## Pest Control

### **SERVICE CONTRACT – HABC/MHA SC2026-0001**

#### **DEFINITIONS:**

**PEST CONTROL-** Scheduled Pest Control Service. Provide pest control service on a scheduled basis for the control of cockroaches, flies, ants, fleas, ticks, spiders, mites, silverfish, fire ants, bagworms, and other crawling and flying pests. When infestations are found, the Contractor shall perform follow-up inspections and, if needed, re-treatment.

**PEST CONTROL/MANAGEMENT and APPLICATION-** A sprayer containing water and an approved pest control chemical plus bait and trap methods must be used. Chemicals must be odorless and safe for humans and pets. Material safety data sheets must be provided to HABC for all chemicals used.

**CALL BACK-** A request for additional service following the initial service which has not provided the control required. Repeated call-backs are possible.

#### **CONTRACT REQUIREMENTS:**

##### **Contractor Identification**

Contractor personnel must be recognizable while on authority property. This shall be accomplished by wearing distinctive clothing bearing the Contractor's trade name in a prominent place on the outer garment. The Contractor shall determine the type of clothing and identification to be worn and shall provide them at his own expense for all Contractor personnel employed under this contract.

##### **Pre-Performance Conference**

A pre-performance conference shall be conducted. Prior to commencing work, the Contractor shall meet with management or designated representatives, to discuss and develop mutual understandings relative to scheduling and administration of work. At this conference the contractor should be prepared to propose a monthly schedule, listing a primary and alternate treatment date for each location.

##### **Permits/Licenses**

The Contractor shall, without additional expense to the Housing Authority, obtain all appointments, licenses, and permits required for the prosecution of the work and for complying with all applicable Federal, State, and Local Laws. Evidence of such permits and licenses shall be provided to the Housing Authority before work commences on contract start date and in the event of change, immediately thereafter.

### **Pesticide Disposal**

Dispose of all pesticides, residue, and containers in accordance with the label or other regulatory requirements. Pesticides refuse and other pesticide contaminated waste shall not be disposed of on any Housing Authority property.

### **Treatment Areas**

When a Vacancy Unit has an infestation, the Contractor will be required to perform treatments until the infestation has been eliminated.

The monthly pest control will include all major areas of each individual unit (units range from 450 sq. ft to approx. 1000 sq. ft) including all of the following:

#### **INSIDE:**

1. Kitchen base cabinets.
2. Around the refrigerator.
3. Washer and dryer.
4. Water heater and surrounding areas.
5. All bathroom areas and spaces.
6. All bedroom areas and spaces.
7. All pantries.
8. All furnace closets.

#### **OUTSIDE:**

1. Building perimeters.
2. Porches, patios and decks.
3. Eaves, window wells and door frames.
4. Trash containment areas, individual and common.
5. All storage areas.
6. Utility rooms.

#### **INSPECTION:**

Each phase of the services rendered is subject to Housing Authority inspection during the Contractor's operations and/or after the completion of the task. Any defect or unaccomplished work shall be immediately brought to the attention of the Contractor. The Contractor shall meet with the Housing Authority's representative to discuss the work in question without delay. Work determined unsatisfactory after the discussion or the Contractor's failure to discuss the work in question shall be cause for termination, or adjustment in contract price based on the Housing Authority estimate of work not performed utilizing the contract unit price(s). The Housing Authority may sample the Contractor's pesticides and inspect the Contractor's equipment and materials at any reasonable time. When inspection reveals inadequate control, e.g., population levels remain above the acceptable level of control, the Contractor, upon request from the Housing Authority, will retreat the unit/area.

### **Re-treatment Request (Call Backs)**

The Contractor shall, within 24 hours (Sundays and holidays excepted), after receiving notice from the Housing Authority, and at no additional charge to the Housing Authority, retreat previously treated areas when inspection reveals that inadequate control was obtained with the initial treatment. There is no limit to the number of call-backs for re-treatment of pest control failures.

### **Contact Number**

The Contractor shall maintain a local telephone at which he or his representative may be reached at night, weekends, and holidays. It is mandatory that the Contractor or his representative is available to the local telephone 24 hours per day, seven days per week, including holidays. The contractor shall notify the Housing Authority in writing of the mailing address and telephone number on contract start date and immediately thereafter in the event of change.

### **General Information**

The Contractor shall be licensed by the State of Florida to provide pest control services in the categories specified in this specification. Green Shield or Green Pro Contractors are preferred. All work shall be performed under the supervision of an individual certified by the State of Florida in accordance with Federal, State and Local Laws and authority requirements and regulations.

All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label which shall be registered with the Environmental Protection Agency (EPA) and applicable state Lead Agency for enforcement of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

### **References**

The Contractor shall provide the names, addresses, telephone numbers and point of contact person of at least (3) three current clients. Service being provided to these clients should be similar in scope, i.e., large number of units, multiple locations, etc., to the requirements of this contract.

### **Subcontracting**

Subcontracting of services is not allowed.

### **Quality Control Service Report**

The awarded agent will be responsible on a monthly basis to provide to the the Director of Facilities Management a written Quality Control Service Report, template will be provided, which will provide the necessary information to monitor the effectiveness of the program. Records of all insecticide application will be kept. The type of insecticide, location and type of treatment and amount of insecticide applied should be recorded and filed. Copies of these records will be given to the Property Manager. The Contractor shall provide the Director of Facilities Management with a list of those units not treated because the Contractor was denied access by the resident. Effectiveness of treatments

will be determined by trapping cockroaches before and after treatment in 10% of apartments. Sticky traps (at least 3 roach motels) will be placed in the apartments for 24 hours at locations of likely cockroach activity. Numbers of cockroaches caught will be recorded and filed. Copies of these findings will be given to the Director of Facilities Management. Effective treatments are a reduction of severe infestations by >80% or maintenance of cockroach populations below an average of 5 cockroaches per trap per night. If effective treatment is not accomplished within 60 (sixty) days, the contract will be canceled. The pest control contractor is responsible for planning and implementing treatments, maintaining records of applications, and determining the effectiveness of treatment. Inability to supply requested documentation to the Asset Manager within 7 days will result in the cancellation of the contract. The report should note areas of poor housekeeping by tenants.

### **Notification**

Contractor must leave a form of identification as each unit is treated.

### **Contract-Commencement/Duration**

This Contract will be for one year (1) commencing on July 1, 2026, and running through June 30, 2027. This Contract, based on mutual concurrence of both parties and satisfactory performance, may be extended for additional one (1) year periods up to a total of five (5) years. At that time the contract will be re-bid.

### **Termination**

At any time during said contract; the Housing Authority of Brevard County-Melbourne Housing Authority may terminate the contract within thirty-day notice at our discretion.

### **Proposal Rejection**

Low proposer may be rejected if investigations conclude that the contractor is unqualified to perform contractual duties. Investigation may include, but not limited to, contact with the Better Business Bureau, number of recent complaints, and length of time in business, personnel experience, check of references and determination of existing or previous contracts of comparable size and scope.

**Expiration** The awarded agent will, in writing, notify the Housing Authority (60) sixty calendar days prior to the expiration of this contract.

### **Cost**

Cost per unit, as well as a lump sum cost for the entire program, based on a (12) twelve-month program. The low responsible proposer will be determined by the lump sum amount for the entire year. Costs must be tracked and reported by AMP.

### **Proposal Form**

Contractor must utilize our proposal form for tabulation. Also, a copy of this package, with the contractor's initials at the top right of each page, must be returned with the proposal.

# Attachment A HABC-MHA SC2026-0001

## HOUSING AUTHORITY OF BREVARD COUNTY

			<u>Price Per Project #</u>
FL 20-1 (CITRUS COURT) 2759-2769 Old Dixie Highway, 3326-3330 Wiley Road, Mims, FL	<b>8 Units</b>	AMP 422	_____
FL 20-3 (FIELDS COURT) 411 N. Courtenay Parkway, Merritt Island, FL	<b>16 Units</b>	AMP 422	_____
FL 20-4 (WALTON COURT) 575, 577, 579 Player Lane, Merritt Island, FL	<b>10 Units</b>	AMP 422	_____
FL 20-6 (TUCKER HEIGHTS) 1108-1168 McClendon Street, 1122-1163 Mathers Street, Melbourne, FL	<b>24 Units</b>	AMP 421	_____
FL 20-7A (EAST MIMS LANDING) 2833-2845 Main Street, 2443-2483 Harry T. Moore Street, 2834-2846 Warren Street, Mims, FL	<b>24 Units</b>	AMP 422	_____
FL 20-7B (LAKE VIEW POINT 215-337 Lakeview Boulevard, 4000-4604 Lake Circle, 205 Lakeview Boulevard Cocoa, FL	<b>56 Units</b>	AMP 422	_____
	<b>Daycare</b>		
FL 20-7D (WOODLAND OAKS) Lincoln, Roosevelt Avenues, Player Lane, Merritt Island, FL	<b>40 Units</b>	AMP 422	_____
FL 20-7D (WOODLAND OAKS)	<b>OFFICE</b>		
FL 20-7E (ARTHUR CIRCLE) Off of Marywood Road, 1475-1501 Arthur Circle, 3160-3181 Arthur Circle, 3163-3177 White Road, Melbourne, FL	<b>50 Units</b>	AMP 421	_____
FL 20-7E Turquest Center	<b>OFFICE/Service Center</b>		

Attachment A  
HABC-MHA SC2026-0001

		<u>Price Per Project #</u>	
FL 20-7F (PALM HARBOR VILLAGE)	<b>50 Units</b>	AMP 421	_____
3300-3325 Saxon Street, 3300-3325 Pelham Street, 3301-3317 Monroe Street, Melbourne, FL			
FL 20-7F (PALM HARBOR VILLAGE)	<b>Storage Shop</b>		_____
3323 Monroe St			
FL 20-9 (GARDEN APARTMENTS)	<b>99 Units</b>	AMP 421	_____
4000 N. Riverside Drive, Melbourne, FL			
	<b>Clubhouse</b>		
	<b>OFFICE</b>		
FL 20-12 (Tucker Heights)	<b>11 Units</b>	AMP 422	_____
1135 Mathers St, Melbourne, FL 32926			
(Nelson Street)	<b>4 Units</b>	520	_____
119 Nelson Street Melbourne, FL 32901			
Main Office	<b>3 Story Office Space</b>		_____
1401 Guava Ave Melbourne, FL 32935			
AURORA PALMS	<b>26 Units</b>	530	_____
1585, 1595, 1605 Mosswood Rd Melbourne, FL 32935			
PALMS AT UNIVERSITY	<b>60 Units</b>	842	_____
575, 585 East University 565 East University Melbourne, FL 32901			
	<b>Section 8 Office</b>		
<b><u>Total AMP 421</u></b>			_____
<b><u>Total AMP 422</u></b>			_____
<b><u>Total HABC</u></b>			_____
<b><u>Total 520</u></b>			_____
<b><u>Total 530</u></b>			_____
<b><u>Total 842</u></b>			_____

Attachment A  
HABC-MHA SC2026-0001

Attachment A

**MELBOURNE HOUSING AUTHORITY**

			<u>Price Per Project #</u>
FL 56-1 (BOOKER HEIGHTS) Roberts, Reddick, Walker, Walls Streets, Melbourne, FL	<b>54 Units</b>	AMP 440	_____
FL 56-2 (TEMPLE TERRACE) 1801-2843 Temple Terrace, 2813-2859 Temple Terrace 1824 Temple Terrace Melbourne, FL	<b>45 Units</b>	AMP 440	_____
	<b>B&amp;G Club</b>		
FL 56-3 (ELLIOT NEWELL COURT) 1506-1512 University Boulevard, Melbourne, FL	<b>20 Units</b>	AMP 440	_____
FL 56-5 (TUCKER HEIGHTS) 1780 Steele Street Melbourne, FL	<b>ALL 31 units Scattered*</b>	AMP 440	_____
FL 56-5 (TUCKER HEIGHTS) * 905 & 909 Hickory Street Melbourne, FL		AMP 440	_____
FL 56-5 (TUCKER HEIGHTS) * 1103 Mathers Street Melbourne, FL		AMP 440	_____
FL 56-5 (TUCKER HEIGHTS) * 1511 Mitchell Street Melbourne, FL		AMP 440	_____
		<b><u>MHA Total</u></b>	_____



**BID SHEET**  
**ATTACHMENT III**  
**Invitation for Bid**  
**IFB SC2026-0001**  
**Pest Control**

**COMPANY NAME:** \_\_\_\_\_  
**REPRESENTATIVE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL BID AMOUNT \$ \_\_\_\_\_

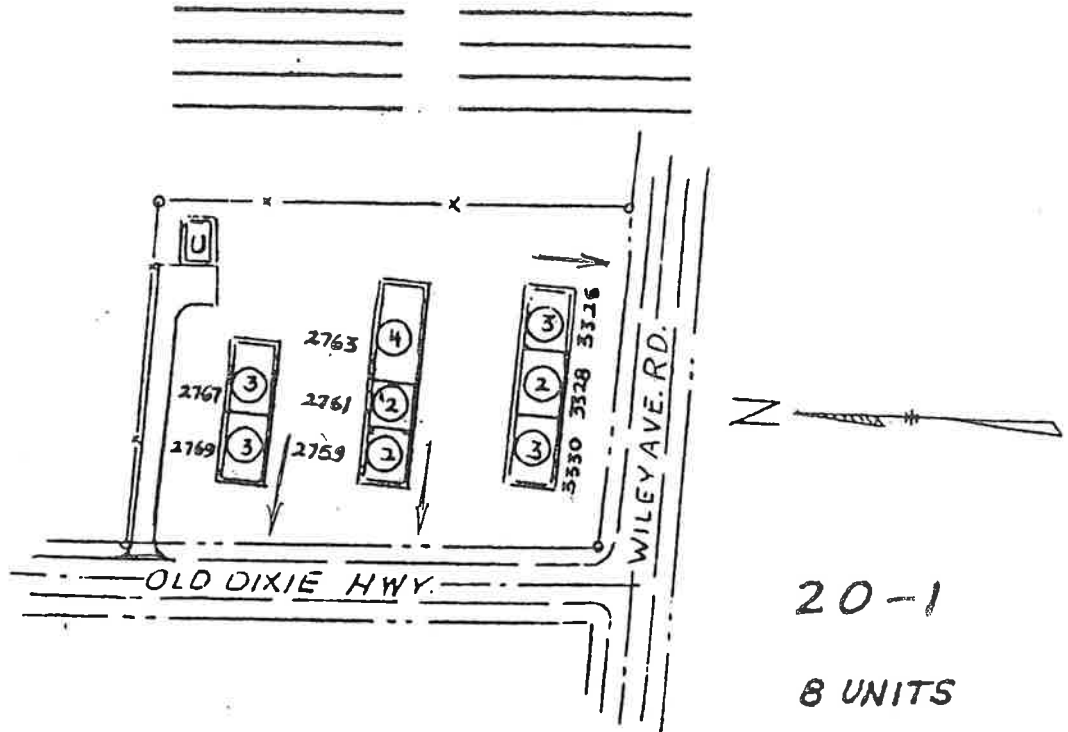
\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE



# Citrus Court

PUBLIC HOUSING ADMINISTRATION  
HOUSING AND HOME FINANCE AGENCY  
HOUSING AUTHORITY OF BREVARD COUNTY, FLORIDA  
ACCOMPANYING PROJECT PHOTOGRAPHS NUMBERS



### LEGEND FOR CONSTRUCTION

Outlined - in Progress	
Filled in Solid (same color) - Finished	
Excav. & Found.	- Black
Walls & Floors	- Orange
Misc. work prev. to plaster	- Green
Plastering	- Blue
Misc. work after plastering	- Brown
Punch List items	- Red

### LEGEND FOR LANDSCAPE WORK

Outlined - in Progress	
Hatched (same color)	- Finished
Planting - Trees & Shrubs	- Yellow
Lawn Work	- Purple

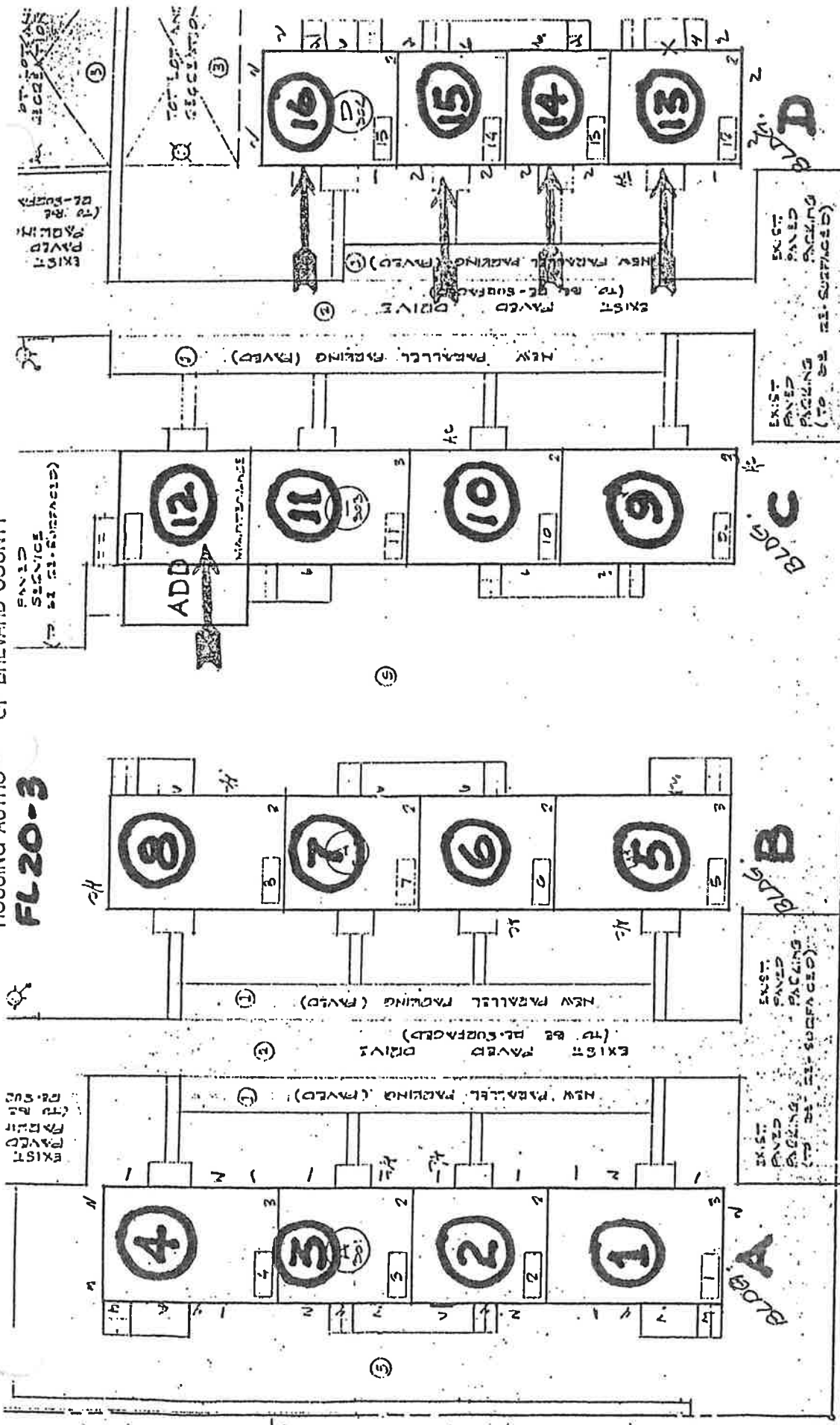
### SITE PLAN DIAGRAM

Low Rent Rural Non-Farm Housing Projects  
 Project Fla. 20-1

Date \_\_\_\_\_ 195\_\_\_\_\_

Scale 1" = 100'

HOUSING AUTHORITY OF BREVARD COUNTY  
FL20-3



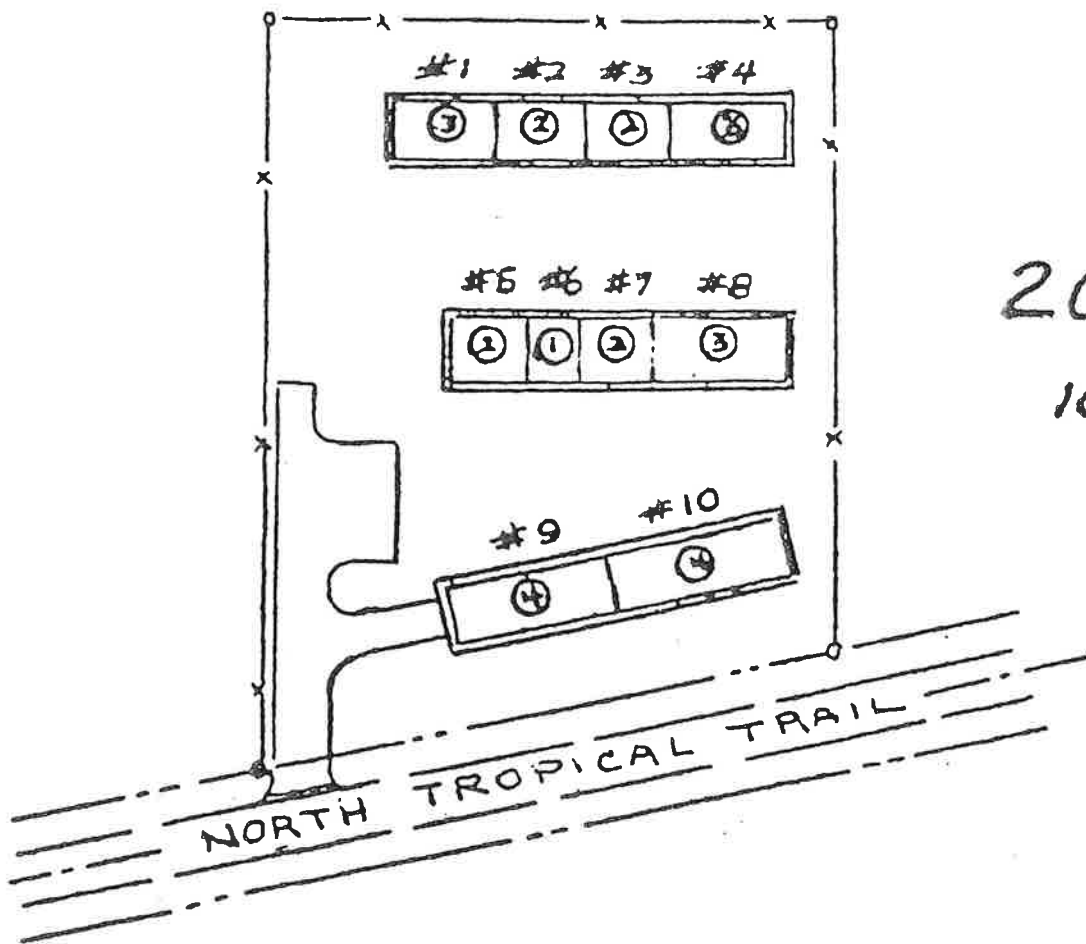
411 N. COURTNEY PARKWAY  
FIELDS COURT

Fields Court

NORTH COUNTY PIKE (STATE ROAD N15) MERRITT ISLAND

PROPOSAL D  
\* APPROVED  
10-16-98

# Walton Court



20-4

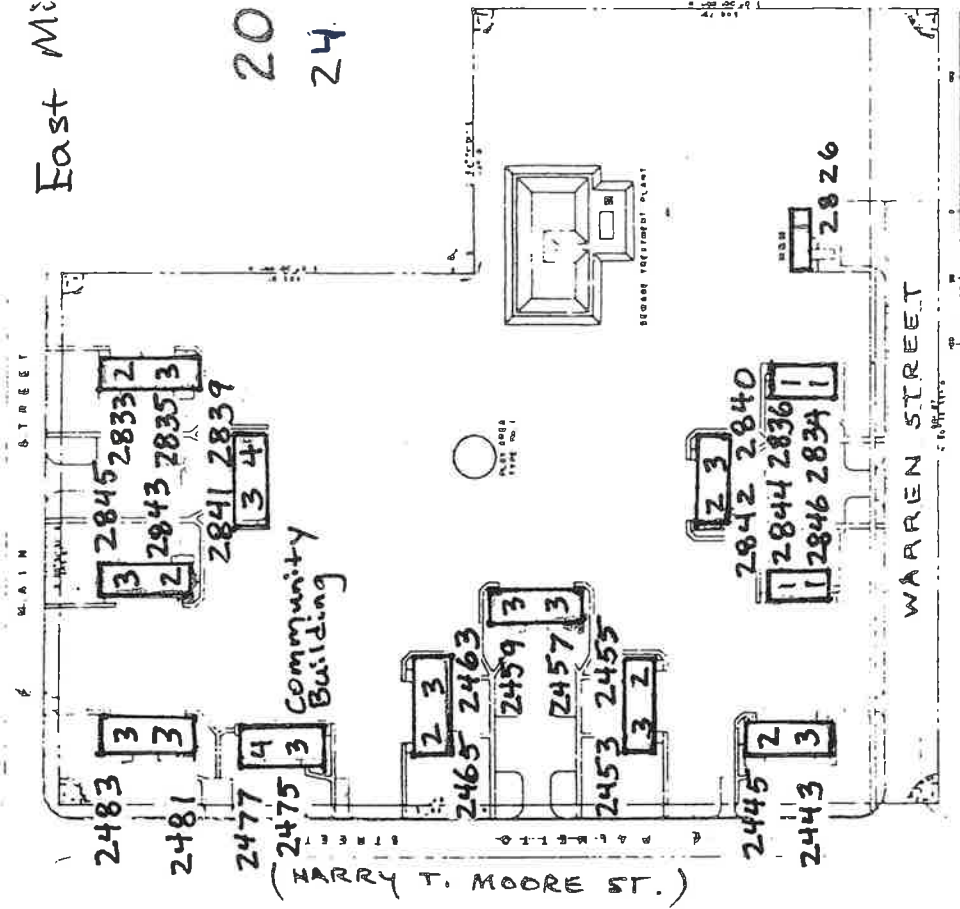
10 UNITS



# East Mims Landing

20-7A

24 units



**SITE PLAN DIAGRAM**  
 LOW RENT HOUSING PROJECT  
 PROJECT LOCATION: MIAMI, FLORIDA  
 Brevard County, Florida  
 Date: \_\_\_\_\_ 19\_\_\_\_  
 Rader & Associates - Engineers & Architects  
 Miami

**PUBLIC HOUSING ADMINISTRATION**  
 Housing and Home Finance Agency  
 THE HOUSING AUTHORITY OF  
 BREVARD COUNTY, FLORIDA  
 Accompanying Project Photographs Numbered  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LEGEND FOR LANDSCAPE WORK**

Work In Progress is outlined	
Work Finished is Hatched (Same Color)	
Planting - Trees and Shrubs	Yellow
Lawn Work	Purple

**LEGEND FOR CONSTRUCTION**

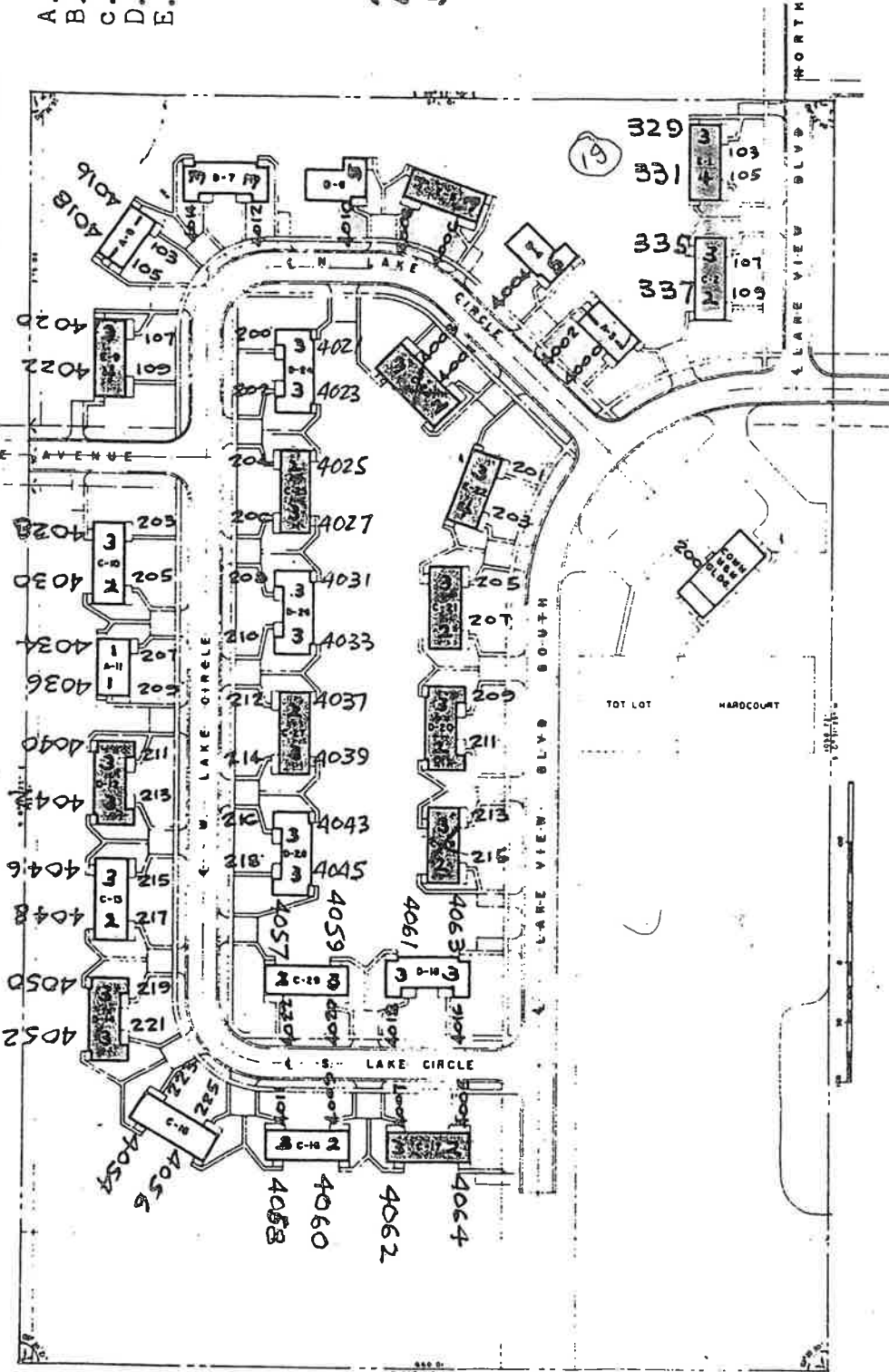
Work In Progress is outlined	
Work Finished is Filled in Solid	
Excavation and Foundations	Black
Walls and Floors	Orange
Misc. Work before Plastering	Green
Plastering	Blue
Misc. Work after Plastering	Brown
Punch List Items	Red

- 6 ..... 1BR
- 12 ..... 2BR
- 32 ..... 3BR
- 4 ..... 4BR
- 5BR

- A ..... 1BR
- B ..... 5BR
- C ..... 2 & 3 BR
- D ..... 2 & 3BR
- E ..... 3 & 4BR

20-7B  
56 UNITS

Lake View Point



**SITE PLAN DIAGRAM**  
 LOW RENT HOUSING PROJECT  
 PROJECT FLA. 20-7B - W. COCOA, FLORIDA  
 Brevard County, Florida  
 Date: \_\_\_\_\_ 19\_\_\_\_  
 Rader & Associates - Engineers & Architects  
 Miami, Florida

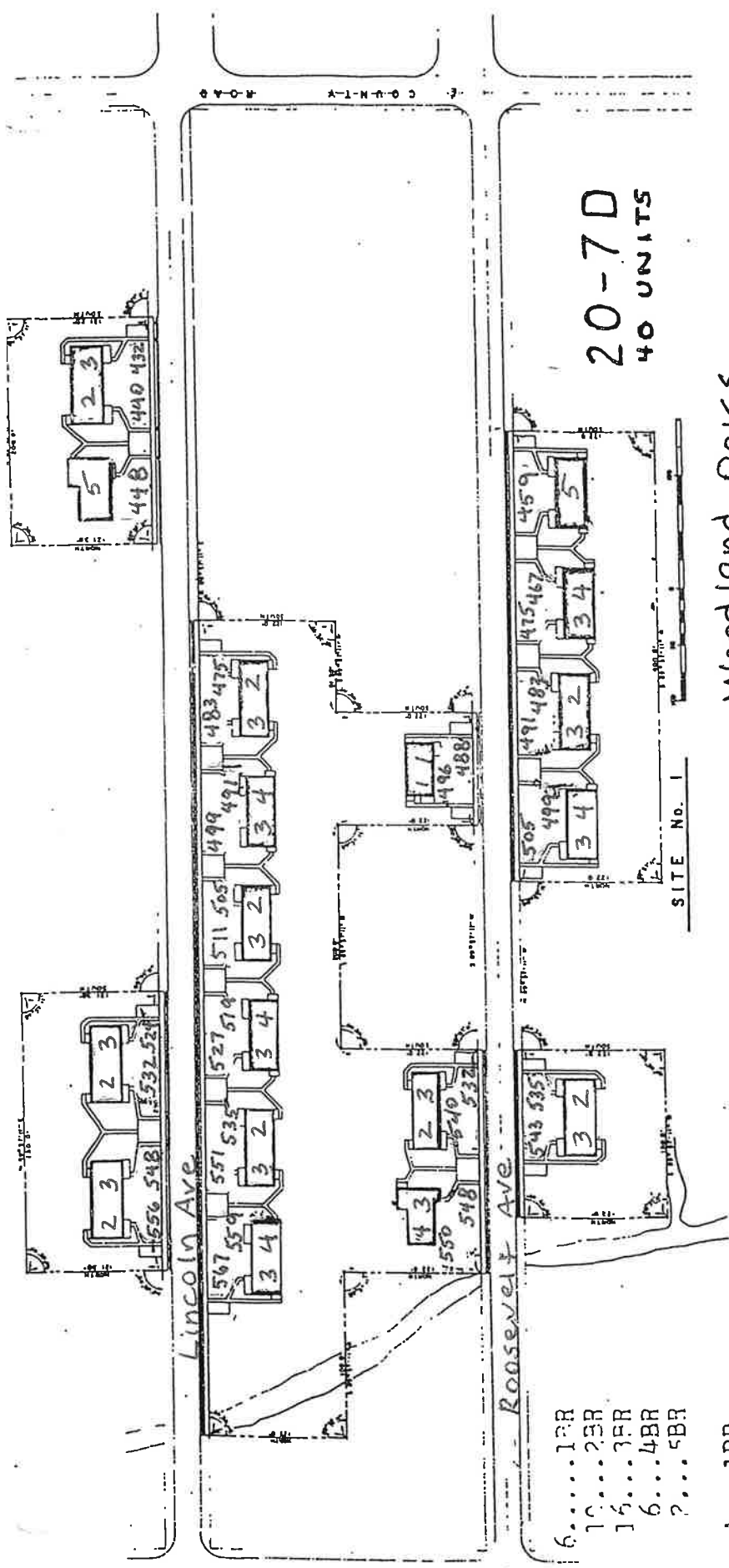
**PUBLIC HOUSING ADMINISTRATION**  
 Housing and Home Finance Agency  
**THE HOUSING AUTHORITY OF  
 BREVARD COUNTY, FLORIDA**  
 Accompanying Project Photographs Numbered \_\_\_\_\_

**LEGEND FOR LANDSCAPE WORK**

Work in Progress is outlined	
Work Finished is Hatched (Same Color)	
Planting - Trees and Shrubs	Yellow
Lawn Work	Purple

**LEGEND FOR CONSTRUCTION**

Work in Progress is outlined	
Work Finished is Filled in Solid	
Excavation and Foundations	Black
Walls and Floors	Orange
Misc. Work before Plastering	Green
Plastering	Blue
Misc. Work after Plastering	Brown
Punch List Items	Red X



20-7D  
40 UNITS

Woodland Oaks

SITE No. 1

Lincoln Ave.

Roosevelt Ave.

- 6... 1BR
- 10... 2BR
- 14... 3BR
- 6... 4BR
- ?... 5BR

- A... 1BR
- B... 5BR
- C... 2 & 3 BR
- D... 2 & 3BR
- E... 3 & 4BR

ROAD (OLD A1)

LEGEND FOR CONSTRUCTION	LEGEND FOR LANDSCAPE WORK
Work in Progress is outlined	Work in Progress is outlined
Work Finished is Filled in Solid	Work Finished is Hatched (Same Color)
Excavation and Foundations	Planting - Trees and Shrubs
Walls and Floors	Lawn Work
Misc. Work before Plastering	
Plastering	
Misc. Work after Plastering	
Punch List Items	
Black	Yellow
Orange	Purple
Green	
Blue	
Brown	
Red	

**SITE PLAN DIAGRAM**

**LOW RENT HOUSING PROJECT**

PROJECT P.L.A. 20-7D · MERRITT ISLAND, FLORIDA  
Brevard County, Florida

Date: \_\_\_\_\_ 19 \_\_\_\_

Rader & Associates - Engineers & Architects  
Miami

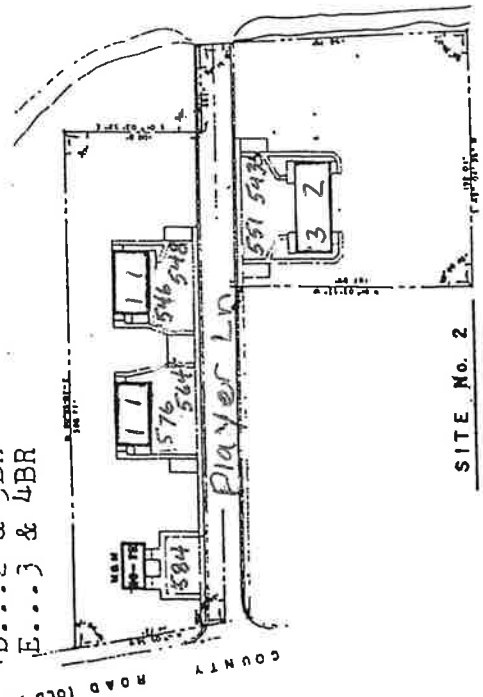
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**PUBLIC HOUSING ADMINISTRATION**

Housing and Home Finance Agency

**THE HOUSING AUTHORITY OF  
BREVARD COUNTY, FLORIDA**

Accompanying Project Photographs Numbered \_\_\_\_\_

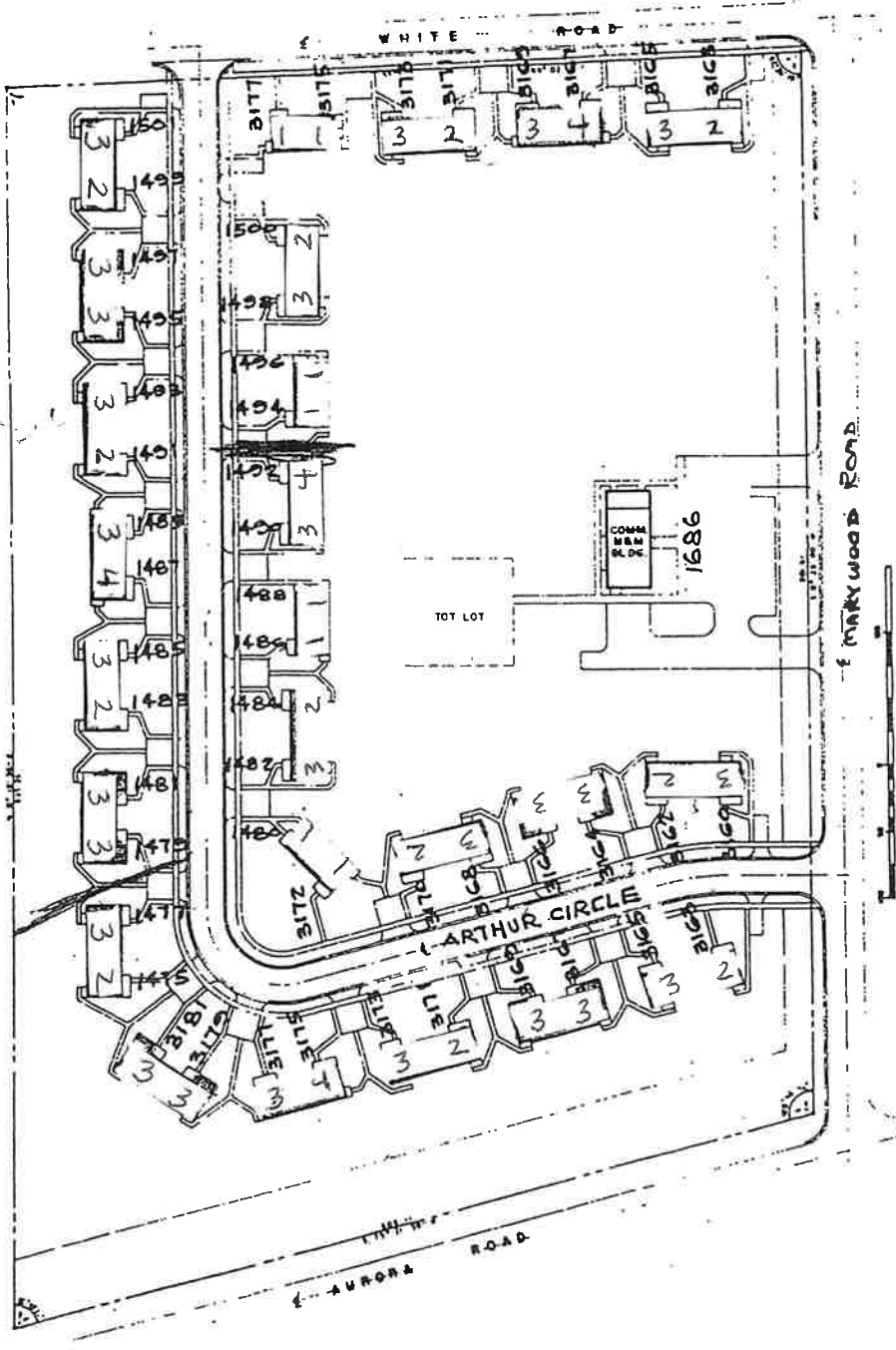


SITE No. 2

COUNTY

Arthur Circle

20-7E  
50 UNITS



- 8 ..... 1BR
- 12 ..... 2BR
- 26 ..... 3BR
- 4 ..... 4BR
  
- A ..... 1BR
- B ..... 5BR
- C ..... 2 & 3 BR
- D ..... 2 & 3BR
- E ..... 3 & 4BR

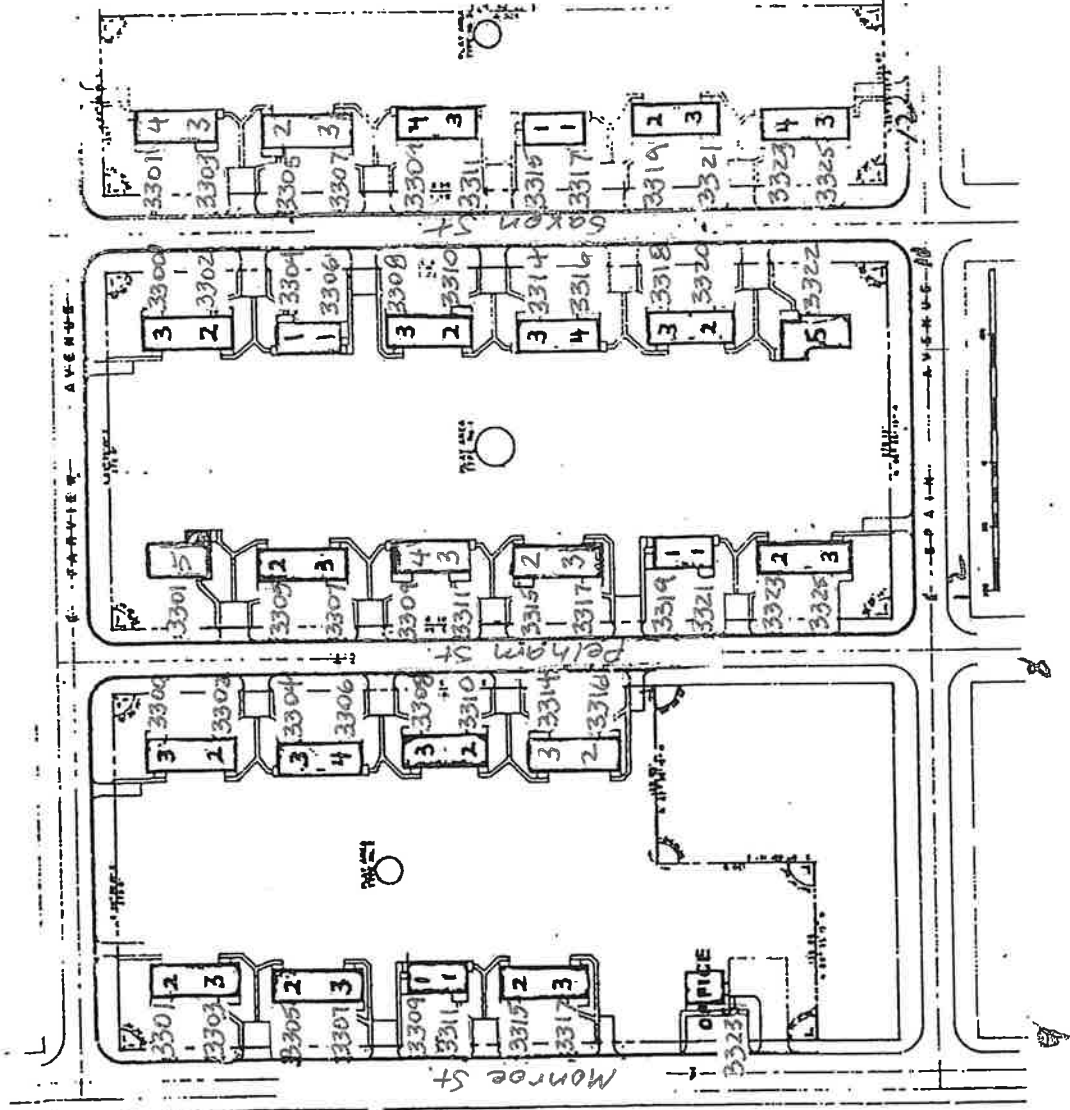
**SITE PLAN DIAGRAM**  
**LOW RENT HOUSING PROJECT**  
 PROJECT FLA. 20-7E - W. EAU GALIE, FLORIDA  
 Brevard County, Florida  
 Date: \_\_\_\_\_ 19\_\_\_\_  
 Rader & Associates - Engin Architects  
 Miami Florida

**PUBLIC HOUSING ADMINISTRATION**  
 Housing and Home Finance Agency  
**THE HOUSING AUTHORITY OF BREVARD COUNTY, FLORIDA**  
 Accompanying Project Photographs Numbered \_\_\_\_\_

LEGEND FOR CONSTRUCTION	LEGEND FOR LANDSCAPE WORK
Work in Progress is outlined	Work in Progress is outlined
Work Finished is Filled in Solid	Work Finished is Hatched (Same Color)
Excavation and Foundations	Planting - Trees and Shrubs
Walls and Floor	Lawn Work
Misc. Work before Plastering	
Plastering after Plastering	
Misc. zms	
Punch	

# 20-7 F 50 UNITS

Palm Harbor Village



**SITE PLAN DIAGRAM**  
**LOW RENT HOUSING PROJECT**  
 PROJECT: P.L.A. No. 17 N. MIAMI BEACH, FLORIDA  
 Brevard County, Florida  
 Date: \_\_\_\_\_ 19\_\_\_\_  
 Rader & Associates - Engineers & Architects  
 Miami, Florida

**PUBLIC HOUSING ADMINISTRATION**  
 Housing and Home Finance Agency  
**THE HOUSING AUTHORITY OF  
 BREVARD COUNTY, FLORIDA**  
 Accompanying Project Photographs Numbered \_\_\_\_\_

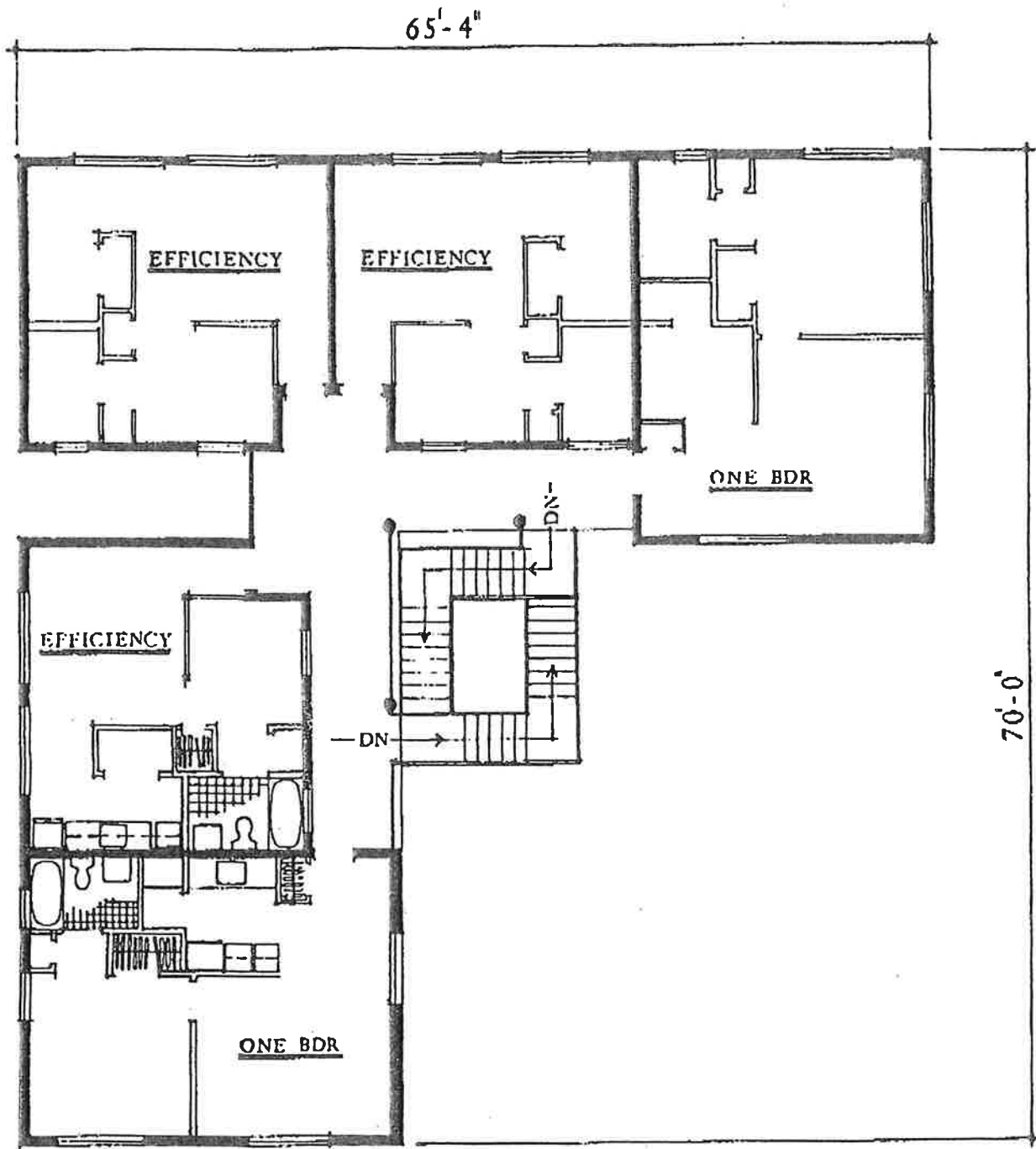
**LEGEND FOR LANDSCAPE WORK**

Work in Progress is outlined	
Work Finished is Hatched (Same Color)	
Planting - Trees and Shrubs	Yellow
Lawn Work	Purple

**LEGEND FOR CONSTRUCTION**

Work in Progress is outlined	
Work Finished is Filled in Solid	
Excavation and Foundations	Black
Walls and Floors	Orange
Misc. Work before Plantering	Green
Plantering	Blue
Misc. Work after Plantering	Brown
Punch List Items	Red

FL20-9 (Garden Apartments)



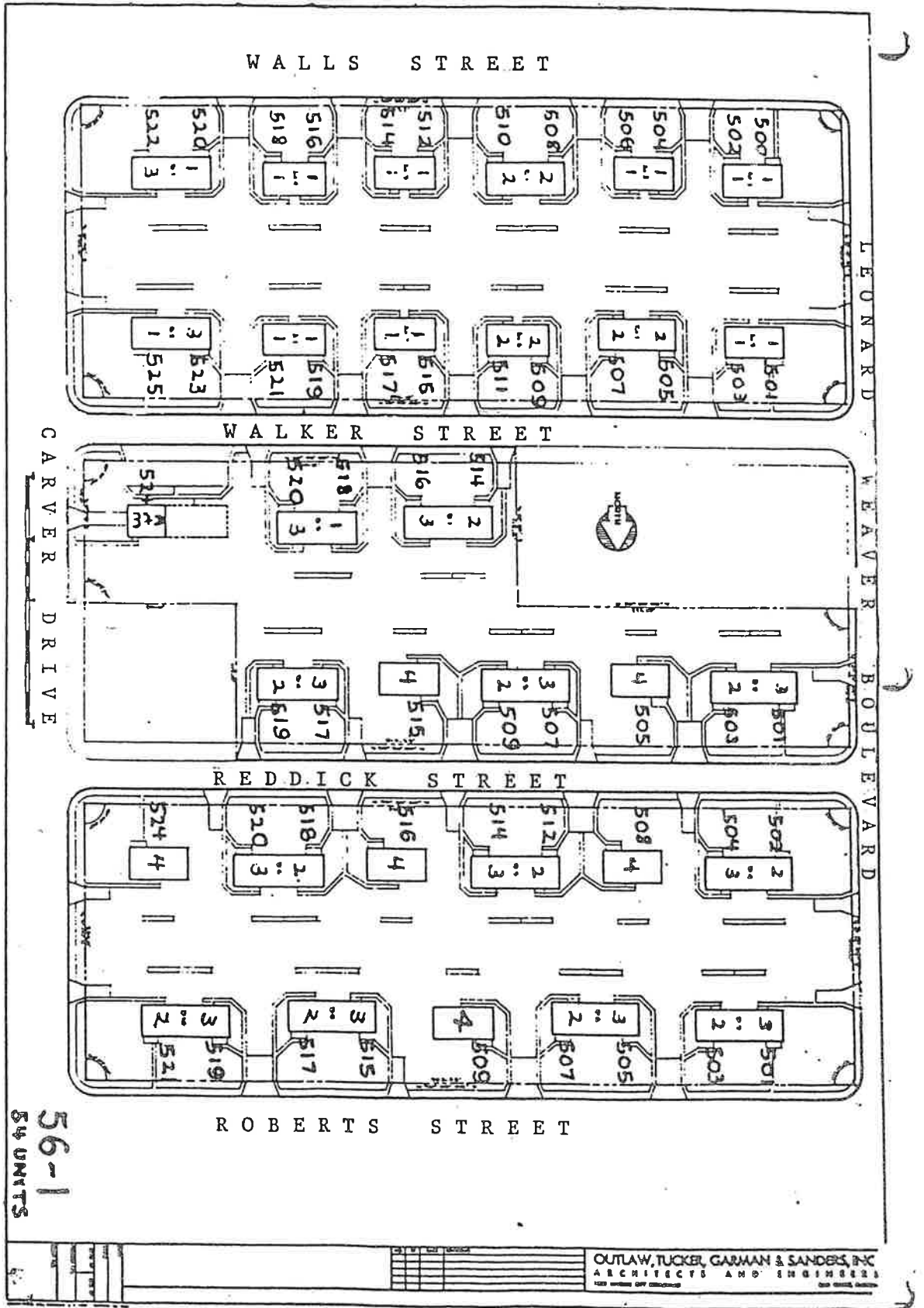
**FLOOR PLAN BLDG "A"**

FLA-20-9

EFFICIENCY 425 S.F.

ONE BEDROOM 551 S.F.

# Booker Heights



FL 56-1 (BOOKER HEIGHTS)

56-1  
84 UNITS

LEGEND	FOR CONSTRUCTION	LEGEND	FOR LANDSCAPE WORK
Work in Progress is outlined		Work in Progress is outlined	
Work Finished is Filled in Solid		Work Finished is Hatched (Same Color)	
Excavation and Foundations	Black	Planting - Trees and Shrubs	Yellow
Walls and Floors	Orange	Lawn Work	Purple
Misc. Work before Plastering	Green		
Plastering	Blue		
Work after Plastering	Brown		
Final Items	Red		

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
HOUSING ASSISTANCE ADMINISTRATION  
THE HOUSING AUTHORITY OF THE CITY OF MELBOURNE  
Accompanying Project Photographs Numbered

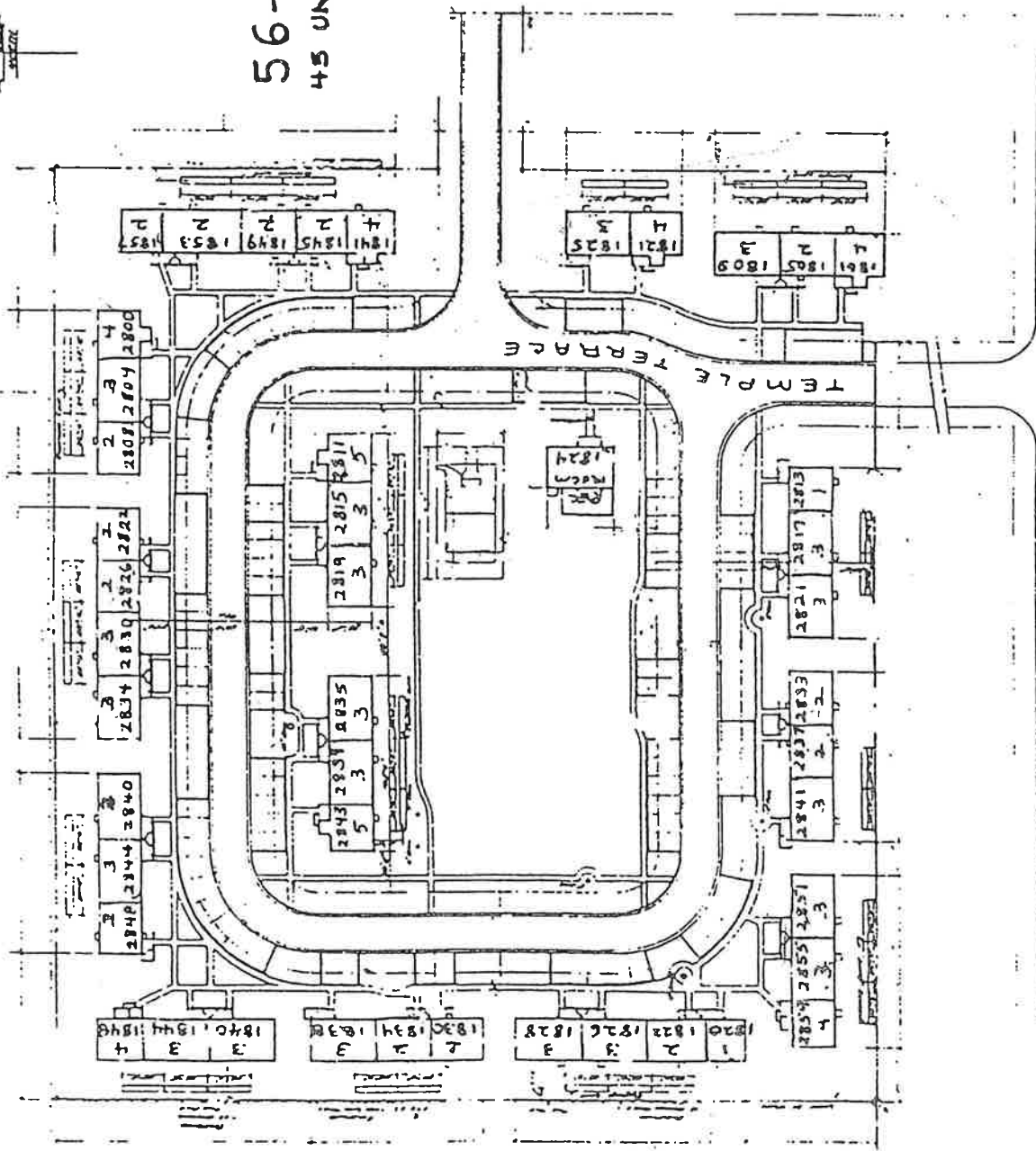
**SITE PLAN DIAGRAM**  
LOW RENT HOUSING PROJECT  
PROJECT FLA. 56-1 MELBOURNE, FLA.  
DATE: \_\_\_\_\_ 18  
OUTLAW, TUCKER, GARMAN & SANDERS, INC.  
Evan Galle 6 SANDERS, INC.  
Florida

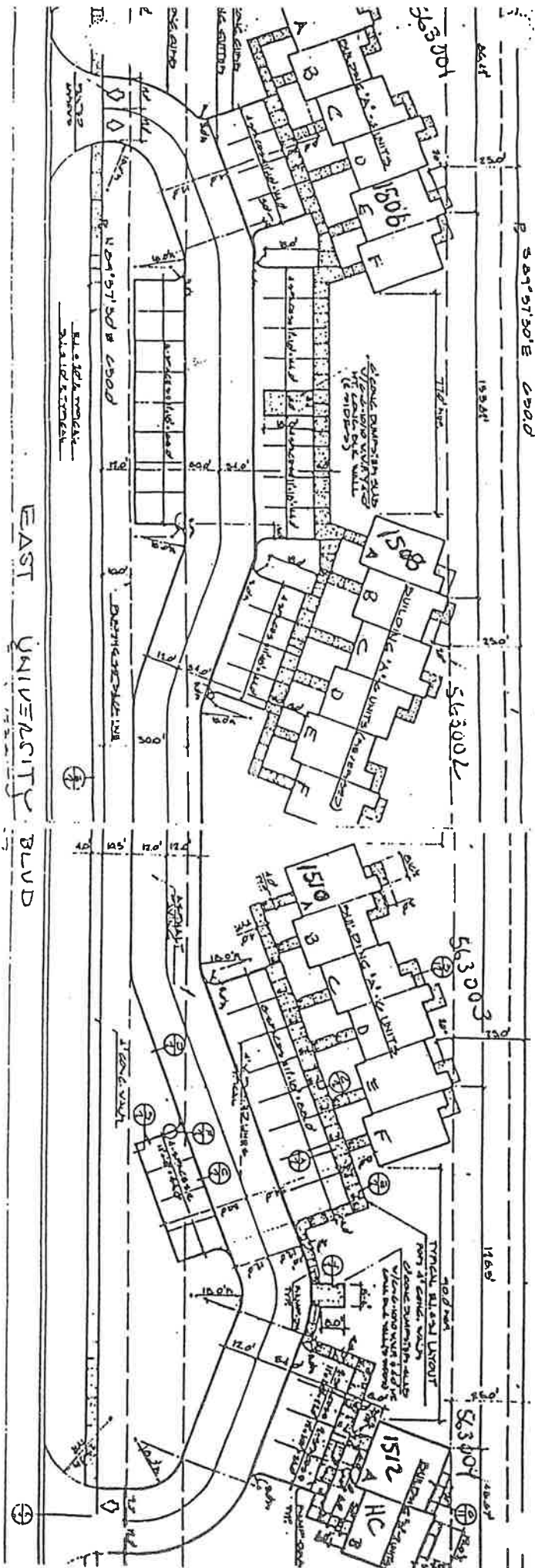
OUTLAW, TUCKER, GARMAN & SANDERS, INC.  
ARCHITECTS AND ENGINEERS  
100 WEST OF ORANGE

# Temple Terrace

TABLEAU OF DWELLING UNITS			TOTAL AREA SQUARE METERS
TYPE	DESCRIPTION	NO. OF UNITS	
1	1 Bedroom	2	438.4
2	2 Bedrooms	14	1031.1
3	3 Bedrooms	8	1016
4	4 Bedrooms	6	1309
5	5 Bedrooms	3	1460
TOTALS			43
			47084.4

56-2  
45 UNITS

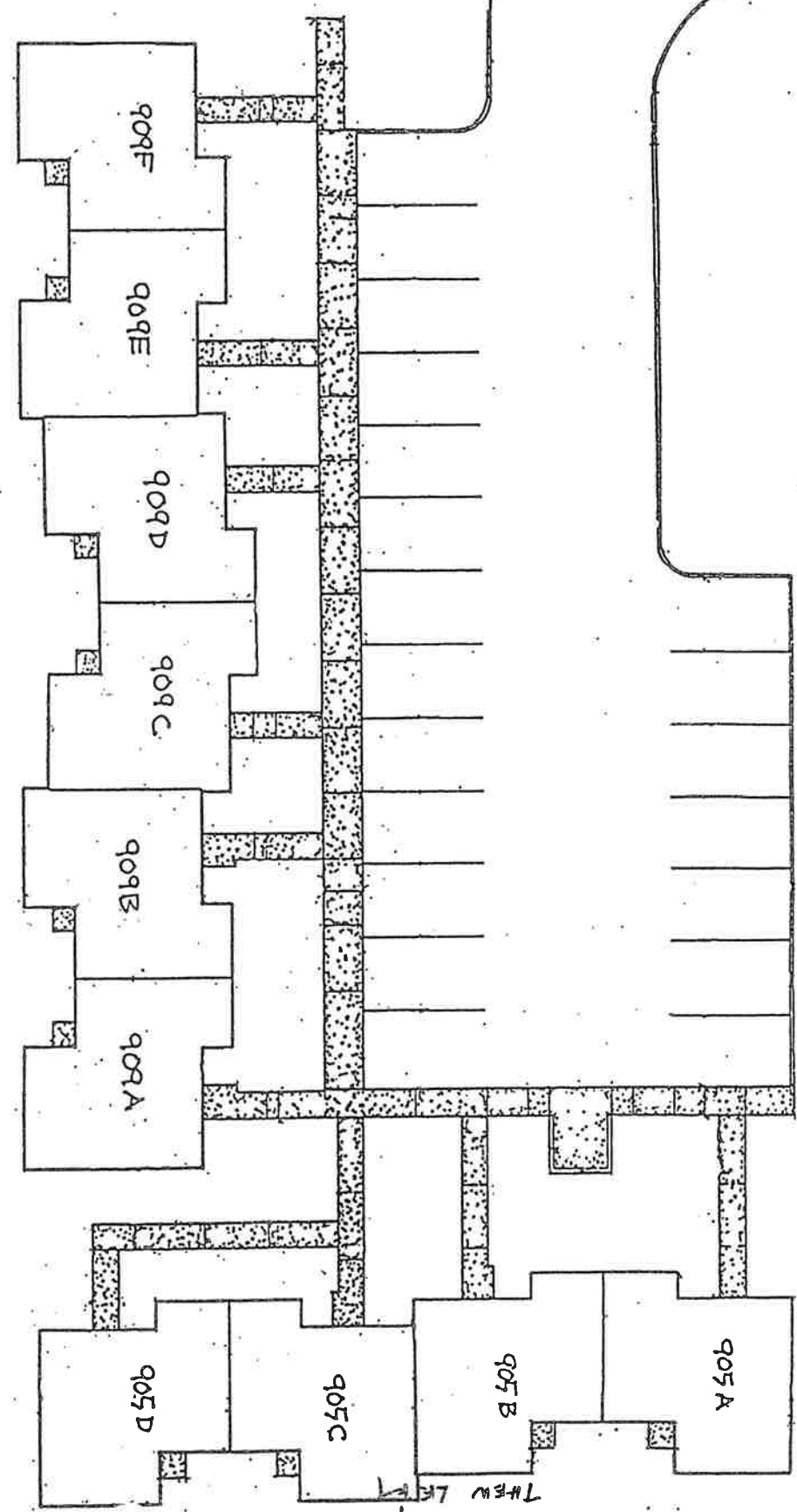




Elliot Newell Court

56-3

HICKORY STREET



FL 56-5

905/909 HICKORY ST

Tucker Heights

OF NASH

TAKE A RIGHT AT CHERRY LOT

THESE LOTS

BABCOCK TO HIBISCUS 10

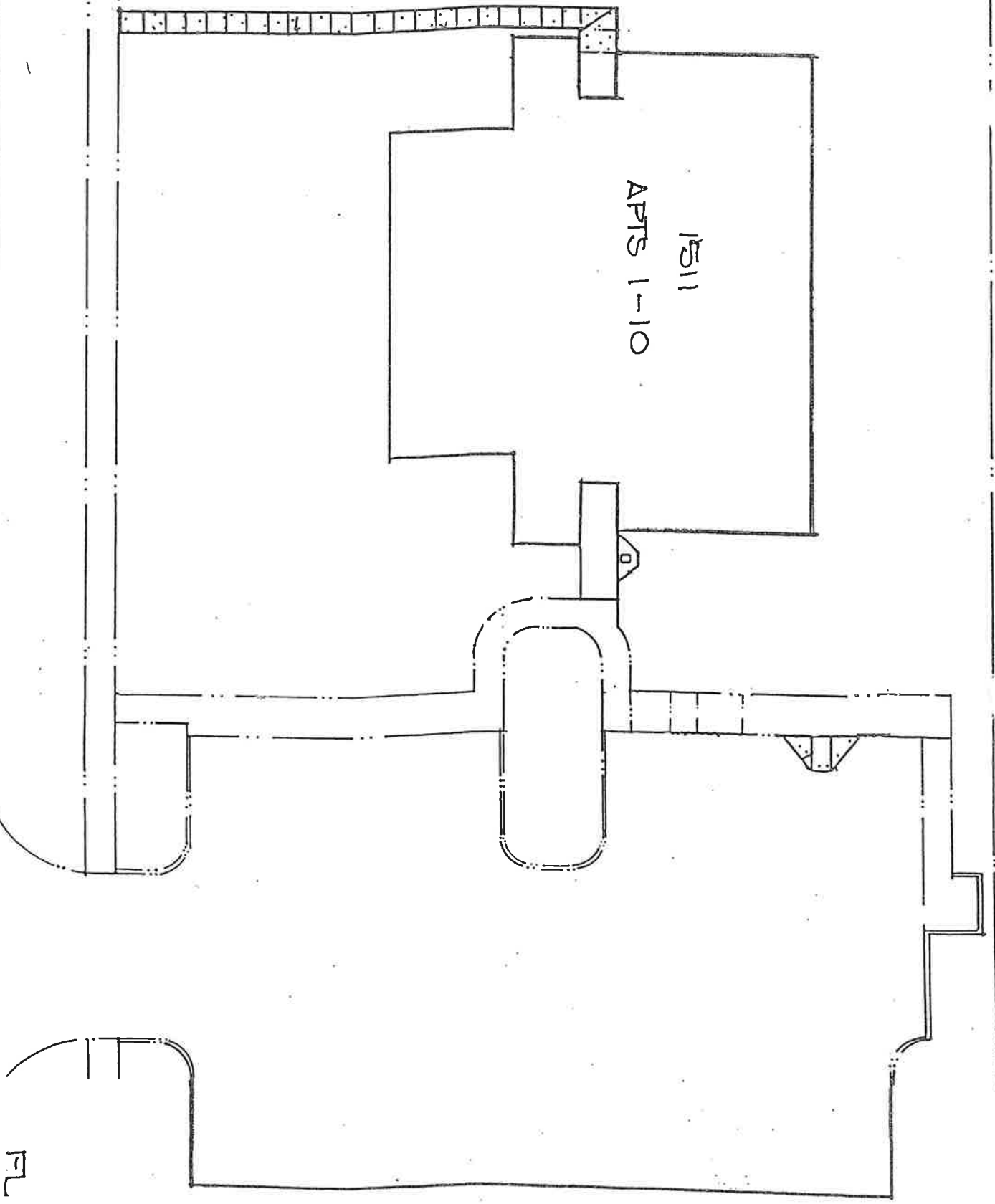
11/10 30/11/1912

1511  
APTS 1-10

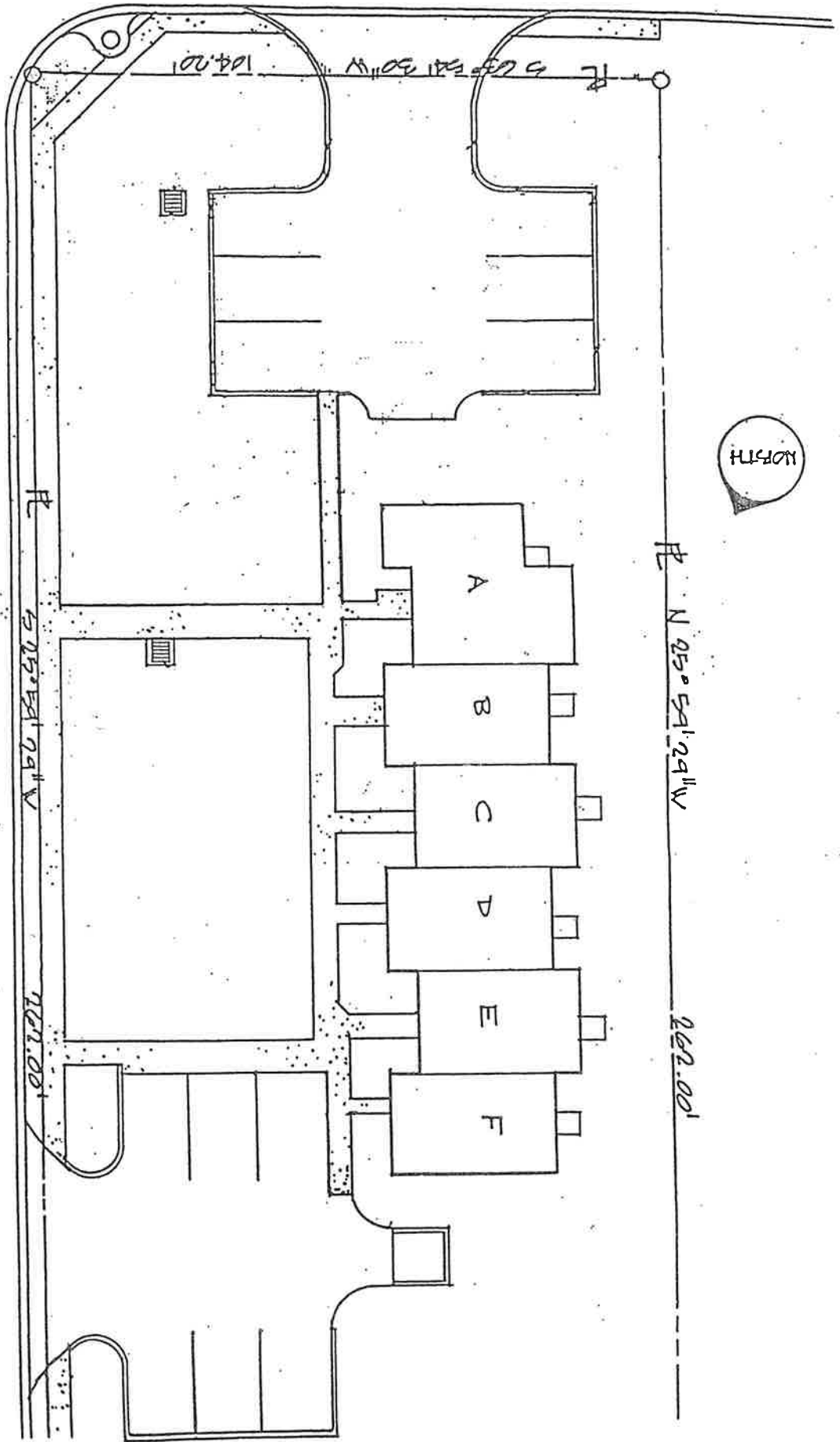
MITCHELL STREET

Trucker Heights

FL 56-5  
1511 MITCHELL ST.



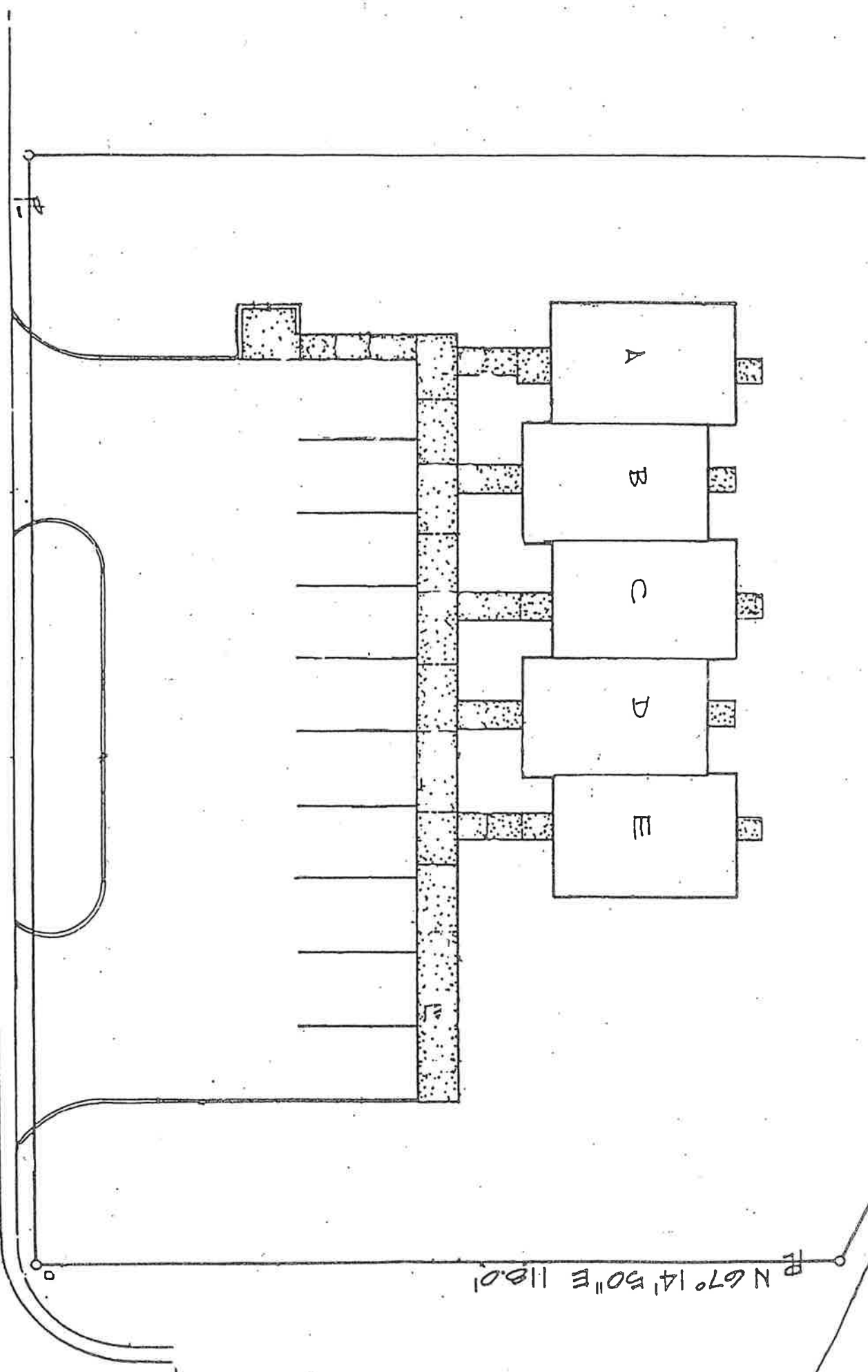
McLENNON STREET



FL 56-5 1780 STEELE ST

Tucker Heights

STEELE STREET



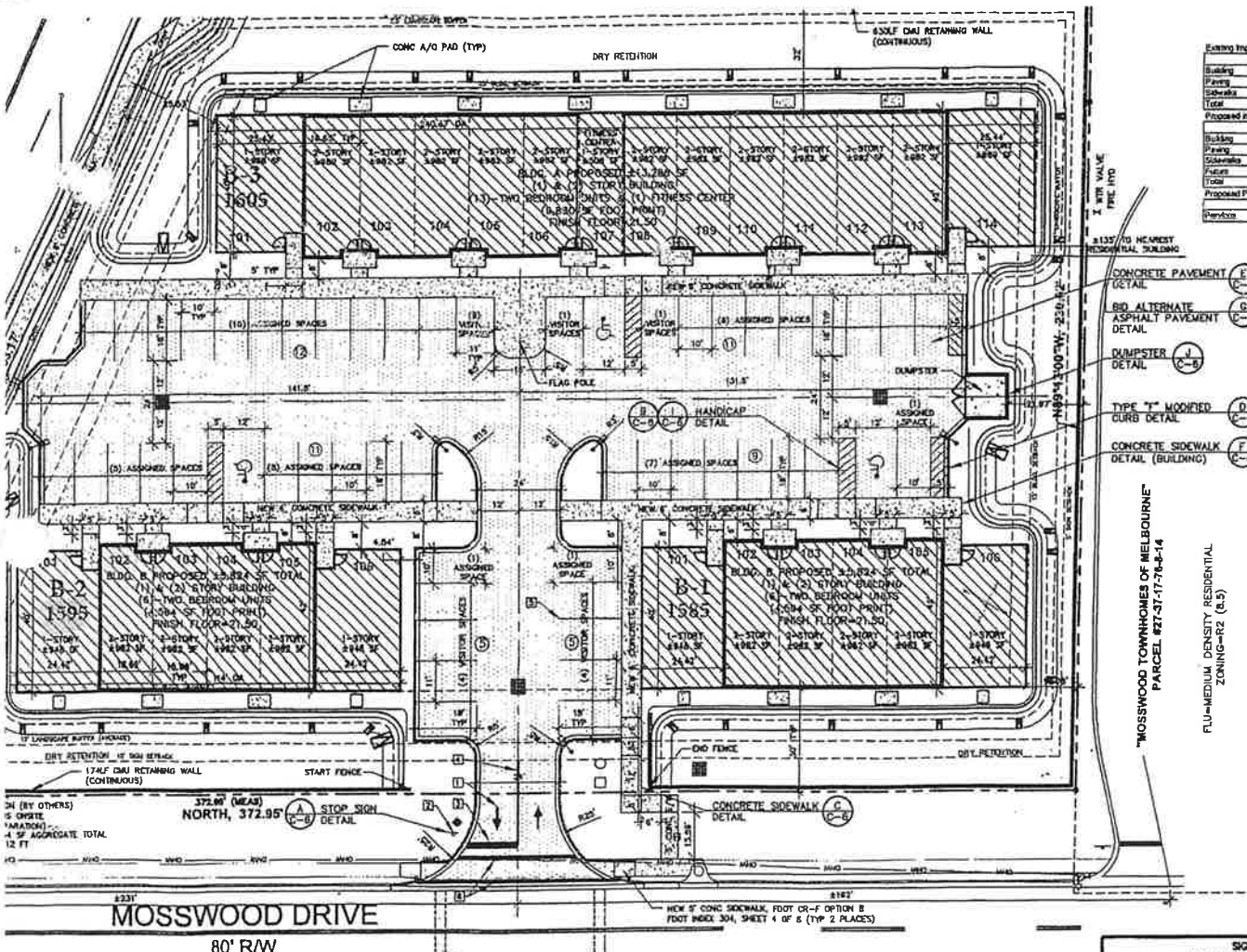
S 22° 19' 39" E 167.37'

N 67° 14' 50" E 118.0'

FL 56-5 1103 MATHEWS ST

Tucker Heights

# Aurora Palms



Existing Impervious Areas:

	SF	AC	%
Building	0	0.000	0.0
Paving	0	0.000	0.0
Side-walk	0	0.000	0.0
Total	0	0.000	0.0

Proposed Impervious Areas (Treatment Volume):

	SF	AC	%
Building	16,016	0.437	25.7
Paving	19,899	0.455	26.9
Side-walk	5,190	0.119	1.6
Total	41,105	0.991	13.8

Proposed Permeable Areas:

	SF	AC	%
Permeable	29,922	0.666	46.4

- CONCRETE PAVEMENT (DETAIL C-1)
- ASPHALT ALTERNATE (DETAIL C-2)
- ASPHALT PAVEMENT (DETAIL C-3)
- DUMPSTER (DETAIL C-4)
- TYPE "T" MODIFIED CURB (DETAIL C-5)
- CONCRETE SIDEWALK (DETAIL C-6)

"MOSSWOOD TOWNHOMES OF MELBOURNE"  
 PARCEL #27-37-17-76-B-14  
 FLU-MEDIUM DENSITY RESIDENTIAL  
 ZONING-R2 (R15)

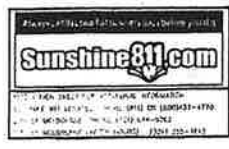
- SIGNAGE & STRIPING**  
 SHALL BE PER FOOT REQUIREMENTS  
 WHITE DIRECTION ARROW TYP  
 PER FOOT INCH 17346, SHEET 1 OF 17
- 1) 36" HIGH INTENSITY GRADE STOP SIGN R1-1
  - 2) 24" WIDE WHITE STOP BAR (MIN 4" CLEAR OF CROSSWALK)
  - 3) 6" DOUBLE YELLOW (25" LOW FROM STOP BAR)
  - 4) 6" SINGLE WHITE
  - 5) 12" WIDE WHITE STANDARD CROSSWALK PER FOOT 17346 SHEET 8 OF 14 (NOTE: MIN 6" CLEAR BETWEEN STRIPES)
- NOTE:  
 ALL STRIPING IN THE PUBLIC RIGHT OF WAY & PROPOSED DRIVEWAY CONNECTION SHALL BE THERMOPLASTIC.

**SIGNAGE & STRIPING LEGEND**

**ENGINEERS CERTIFICATION**  
 STEVEN W. MONROE, P.E. #61778

SIGNATURE: *[Signature]*  
 DATE: MARCH 13, 2019

THESE PLANS ARE NOT VALID WITHOUT THE ENGINEER OF RECORDS ORIGINAL SIGNATURE, DATE & SEAL.



FLU-MIXED USE  
 ZONING-R2

FLU-RECREATION  
 ZONING-R1

# 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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, 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
  - ( ) 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

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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.

(v) 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.

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. Liens**

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

#### **22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. 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

# 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:]

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

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

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

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

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

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

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

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

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

**Instructions for Certification (B)**

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

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

Applicant		Date
Signature of Authorized Certifying Official	Title	



## Smoke Free Addendum

FR-5597-F-3  
HUD PIH 2017-03

To protect residents from the hazards of secondhand smoke, many residential buildings are adopting Smoke-Free policies. On February 3, 2017, HUD issued PIH 2017-03 that prohibits smoking in Public Housing and related facilities.

To comply with the HUD directive and to ensure a healthy living environment, where everyone can live and breathe smoke-free air, the Housing Authority of Brevard County and the Melbourne Housing Authority will be adopting a Smoke-Free policy.

Smoking will not be permitted inside or within 25 feet of the apartments, buildings, or any common area on property owned and/or operated by Housing Authority. Cigarette and cigar butts must not be discarded on the grounds but handled like any other trash item.

Smoking includes any inhaling, exhaling, carrying, or possessing any lighted cigarettes, cigars, pipes, hookahs, or any other smoke delivery system. Smoking of medical marijuana and electronic cigarettes is also prohibited.

### **By Signing the Contractor understands:**

The Smoke-Free Policy is part of the lease, and the tenant agrees to abide by the policy. The Tenant will be responsible for enforcing this Smoke-Free policy with all their visitors, guests and relatives who visit the premises. Failure to strictly comply with the attached policy will be considered a violation of the lease and may subject the tenant to adverse action up to and including eviction, and/or the imposition of a reasonable cleaning charge where a violation has been found.

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

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



We do Business in Accordance with the Fair Housing Laws

### SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**AFFIDAVIT**

STATE OF \_\_\_\_\_ SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ BEING FIRST DULY

SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS \_\_\_\_\_ OF THE COMPANY MAKING THE FOREGOING PROPOSAL OR BID, THAT SUCH PROPOSAL OR BID IS GENUINE AND NOT COLLUSIVE OR SHAM; THAT SAID BIDDER HAS NOT COLLUDED, CONSPIRED, CONNIVED OR AGREED, DIRECTLY OR INDIRECTLY, WITH ANY BIDDER OR PERSONS, TO PUT IN A SHAM BID OR TO REFRAIN FROM BIDDING, AND HAS NOT IN ANY MANNER, DIRECTLY OR INDIRECTLY, SOUGHT BY AGREEMENT OR COLLUSION, OR COMMUNICATION OR CONFERENCE, WITH ANY PERSON, TO FIX THE PRICE OF AFFIANT OR OF ANY OTHER BIDDER, OR TO FIX ANY OVERHEAD, PROFIT OR COST ELEMENT OF SAID BID PRICE, OR OF THAT OF ANY OTHER BIDDER, OR TO SECURE ANY ADVANTAGE AGAINST THE HOUSING AUTHORITY OF BREVARD COUNTY OR ANY PERSON INTERESTED IN THE PROPOSED CONTRACT; THAT ALL STATEMENTS IN SAID PROPOSAL OR BID ARE TRUE.

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

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_\_

**EEO COMPLIANCE**

**EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATE OF COMPLIANCE**

The undersigned Contractor hereby certifies to \_\_\_\_\_ that so long as it holds a contract with the Owner in excess of \$2,000.00, it shall not discriminate against any employee or applicant of employment purposes because of race, color, religion, sex, national origin, or other illegal basis and it shall abide by all applicable state and federal laws and guidelines regarding equal employment opportunity and affirmative action.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: