

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS  
CONSULTANT CONTRACTS - NSP2  
(SUBRECIPIENTS)**

<b>PROJECT NAME:</b>	<b>WESTGATE-BELVEDERE HOMES CRA LEAD BASED PAINT CONSULTANT</b>
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This project is funded in part, or in whole, by Federal Neighborhood Stabilization Program 2 (NSP2) funds as authorized under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the requirements listed below. **Note: This document and its attachments must be made a part of the contract/subcontracts for the above named project.**

**1. General Requirements:**

The following requirements are attached:

- A. Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246.
- B. Section 287.133, Florida Statute on Public Entity Crimes.
- C. Section 109 Housing and Community Development Act of 1974.
- D. Nondiscrimination under the Age Discrimination Act of 1975, As Amended.
- E. Title VI of the Civil Rights Act of 1964.

**2. Forms to be completed and submitted by all proposers with their proposals:**

The following forms are attached:

- A. Noncollusion Affidavit of Prime Bidder
- B. Anti-kickback Affidavit
- C. Certification of Nonsegregated Facilities
- D. Certification of Eligibility of Contractor

**3. Form to be completed and submitted by subconsultants after contract award:**

The following form is attached:

- A. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

**4. Reports to be submitted by the consultant/subconsultants after contract award:**

- A. Contract Award Report to be submitted by the consultant as follows:

- upon contract award, and
- with the first payment request, and
- on September 30 of each year, and
- with the final payment request

*(After contract award ask County for a larger form on legal paper)*

- B. Quarterly Jobs Report To be submitted on the following schedule by the consultant and all subconsultants, for the duration of the consultant contract, after consultant contract award:

- On the 5<sup>th</sup> of January of every year, covering the period beginning on the preceding 1<sup>st</sup> of October and ending on the preceding 31<sup>st</sup> of December.
- On the 5<sup>th</sup> of April of every year, covering the period beginning on the preceding 1<sup>st</sup> of January and ending on the preceding 31<sup>st</sup> of March.
- On the 5<sup>th</sup> of July of every year, covering the period beginning on the preceding 1<sup>st</sup> of April and ending on the preceding 30<sup>th</sup> of June.
- On the 5<sup>th</sup> October of every year, covering the period beginning on the preceding 1<sup>st</sup> of July and ending on the preceding 30<sup>th</sup> of September.
- With the final payment request.

*(After contract award ask County for a larger form on legal paper)*

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE**  
**ORDER 11246**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 compensating; and selection for training, including apprenticeship. The contractor 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.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he 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'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.
4. The contractor 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.
5. The contractor 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.
6. In the event of the contractor's noncompliance 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 may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, 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 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 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

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**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

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**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER  
(CONSULTANT)**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder (consultant) that has submitted a Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**  
**(CONSULTANT)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who, after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the consultant that has  
submitted a proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or  
awarded in connection with the work to be performed on the above identified project will be paid  
to any employee of Palm Beach County or, \_\_\_\_\_ as a  
commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by  
an officer of the corporation.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public-State of Florida

**CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(CONSULTANT)**

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Date

CERTIFICATION OF ELIGIBILITY OF CONTRACTOR  
(FOR CONSULTANT)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that  
(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Contractor" (consultant); who submitted a proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Contractor acknowledged the responsibility that all of its subcontractors (subconsultants) are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors (subconsultants), and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor (subconsultant) be subsequently found ineligible after award of the Contract, its contract with the "Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public-State of Florida

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

(for use by subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that 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 I, we, 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.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will 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 agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

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

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

By: \_\_\_\_\_

Name and Title	Signature	Date
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**CONTRACT AWARD REPORT**

<b>Project Name:</b>		<b>Report Date:</b>	
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**Consultant Information - for consultant contracts funded in whole or in part by HCD**

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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**Sub-Consultant Information - for consultant sub-contracts funded in whole or in part by HCD (such as engineers, architects, surveyors, etc.)**

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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<p><b>(A) Type of Trade Codes:</b>                  Concern: Enter Yes or No                  1 = New Construction                  2 = Substantial Rehab                  3 = Repair                  4 = Service                  5 = Project Mangt.                  Revised: September 26, 2005</p>	<p><b>(B) Racial/Ethnic Codes</b>                  6 = Professional                  7 = Tenant Services                  8 = Education/Training                  9 = Arch./Engr./Appraisal                  0 = Other</p>	<p><b>(C) Section 3 Business</b>                  1 = White Americans                  2 = Black Americans                  3 = Native Americans                  4 = Hispanic Americans                  5 = Asian/Pacific Americans</p>
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**QUARTERLY JOBS REPORT - NSP2**

<b>Project Name:</b>		<b>Prepared By:</b>		<b>Page</b> ____ <b>of</b> ____
<b>Report Period:</b>	<input type="checkbox"/> October 1, 20____, to December 31, 20____, due by 5:00 p.m. on the following 5 <sup>th</sup> of January. <input type="checkbox"/> January 1, 20____, to March 31, 20____, due by 5:00 p.m. on the following 5 <sup>th</sup> of April. <input type="checkbox"/> April 1, 20____, to June 30, 20____, due by 5:00 p.m. on the following 5 <sup>th</sup> of July. <input type="checkbox"/> July 1, 20____, to September 31, 20____, due by 5:00 p.m. on the following 5 <sup>th</sup> of October.			

This quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with all contracts funded, in part or in whole, with NSP2 funds including but not limited to the construction contract, all construction subcontracts, all consultant contracts, and all subconsultant contracts for this project. This covers all employees including but not limited to supervisory, professional, construction, and office employees who performed work in connection with this project.

**Definitions:**

Job type: this may be a job title (for example: foreman, engineer), a broader labor category (for example: equipment operator), or the prime employer's description of a job based on existing practices as long as the term used is widely understood and describes the general nature of the work.

Job created: this is a new position that is created and filled, or an existing unfilled position that is filled, in connection with this project.

Job retained: this is an existing position employed in connection with this project.

*Note: each job reported in connection with this project must either be reported as job created or a job retained, it cannot be reported as both.* (Use additional sheets if needed).

<b>NAME OF EMPLOYER:</b> _____		<b>For County use only.</b>
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE
<b>Employee Name:</b> _____ <b>Job Type:</b> _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained	Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours.	____ / ____ = ____ FTE