



**Neighborhood
Renaissance**

Diverse Communities – Strong Economies



**NEIGHBORHOOD RENAISSANCE, INC. (OWNER)
REQUEST FOR PROPOSALS TO PROVIDE LEGAL SERVICES
ART LOFTS AT WEST VILLAGE, LAKE WORTH, FLORIDA**

Request for Proposals to provide legal services for the development of townhomes and commercial space located at 110 North F Street in the city of Lake Worth, Florida. This project is partially funded by Neighborhood Stabilization Program 2 through the Lake Worth Community Redevelopment Agency (CRA).

All responses must be received on or before 4 pm, July 1, 2016, Palm Beach County local time. Submit your response to Neighborhood Renaissance at 510 24th Street, Suite A West Palm Beach, FL 33407 Attention: Michael Pecar, Real Estate Development Director. It is the responsibility of the Proposer to ensure that all pages are included and acknowledgement of Addenda.

To register for email updates and any questions regarding the completeness of this package should be immediately directed to the Owner's Contact Person:

Michael Pecar Real Estate Development Director
510 24th Street, Suite A, West Palm Beach Florida 33407
(561) 832-6776 ext. 100,
email: michaelp@neighborhoodrenaissance.org

PROPOSERS SHALL SUBMIT AT LEAST ONE (1) ORIGINAL SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM PLUS ONE DIGITAL COPY IN A SEALED PACKAGE OR CONTAINER MARKED "RFP LEGAL SERVICES-ART LOFTS AT WEST VILLAGE".

The Owner reserves the right in its sole discretion to reject any or all responses and/or to waive all nonmaterial irregularities on any and all responses. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Attention is called to the specific requirements contained herein as described in Requirements for Federally Funded Projects (exhibit B) and required forms (exhibit C).

In accordance with the provisions of ADA, this document may be requested in an alternate format.

SCHEDULE FOR REQUEST FOR PROPOSALS

Release and distribution of RFP	June 20, 2016
RFP submittal due at Neighborhood Renaissance, Inc.	July 1, 2016
Selection announced	October 7, 2015

NOTE: Neighborhood Renaissance reserves the right to change the scheduled dates and times. Changes will be emailed to those registering their email addresses.

Introduction:

Neighborhood Renaissance, Inc. (“Owner”) is soliciting legal services for the preparation of home owner’s association documents, title and escrow services and general real estate counsel as needed. The development program includes 8 fee simple townhomes and approximately 2,000 square foot of ground floor commercial space. The dwellings are designed to appeal to households desiring “live-work” space as each unit will include a ground floor studio. The project is located at 110 North F Street, Lake Worth, Florida on .4649 acres of vacant land. The project is being developed using National Stabilization Program 2 funds (NSP) provided by the Lake Worth Community Redevelopment Agency (CRA) and is therefore subject to certain federal requirements further described herein.

The intent of this solicitation is to obtain the most qualified, experienced individual or firm to provide legal service for this project. The scope of this RFP is not expected to exceed \$25,000 over the next 24 months.

The project is located in the Mixed Use East zoning district and has received all discretionary approvals including Major Site Plan approval. Plans are being prepared for construction and for building permit application, targeted for August 2016.

Contracts have already be executed for architectural and construction management services.

About Neighborhood Renaissance:

Established in 1992, Neighborhood Renaissance, Inc. is a proven nonprofit community based organization dedicated to building and supporting strong economies and diverse communities in Palm Beach County. Our approach to rebuilding neighborhoods is inclusive and received national recognition. We have a long history of working in partnership with residents, local government, businesses and lending institutions to reclaim troubled properties and improve neighborhoods while helping families to become economically self-sufficient through individualized housing counseling, case management and increased financial literacy. Our efforts have helped over 100 low and moderate-income families to become first-time homeowners. We are experienced rental and for sale real estate developers of single and multi-family properties and have built or substantially rehabilitated over 140 homes. In the past 4 years our programs targeted nearly \$18 million of reinvestment into low-income communities.

Scope of Legal Services:

1. Prepare Homeowner’s or Property Owners Association documents for approval by the State. The intent is to sell the townhomes and the commercial component as fee simple.
2. Act as escrow agent and title agent for the sale of 8 townhomes to home buyers and possibly the sale of the commercial space, purchase of land from the CRA and for the construction loan.
3. Assistance and advice in the preparation and processing of a subdivision map through the city of Lake Worth.
4. Other possible issues or tasks:
 - a. Construction loan documents negotiation
 - b. Lease preparation and negotiation

The current project development schedule is as follows:

1. Submit application for building permit	August 8, 2016
2. Begin construction	October 2016
3. Execute reservation agreements with potential buyers of the townhomes	October 2016
4. Obtain HOA approved documents	February 2017
5. Certificate of Occupancy and close the sale of the townhomes	September 2017

SELECTION CRITERIA

Any response that does not meet the Minimum Requirements will be deemed unresponsive and rejected.

Evaluation Criteria	Maximum Points
Prior Firm Experience with similar projects	30
Ability and availability of designated staff members to perform “Scope of Services” tasks 1-3 according to the project schedule	25
General real estate experience of the assigned staff generally	15
Competitive pricing of “Scope of Services” tasks 1-3 and hourly rates in general	20
Section 3 or MBE status	10
Maximum possible score	100

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

The General Conditions are found in Exhibit A and will become a part of the agreement for LEGAL services.

RESPONSE SUBMITTAL REQUIREMENTS The qualification package must include following in the order provided below. Please provide tabs with the number shown at the beginning of each requirement below.

1. Cover Sheet

Provide a cover sheet on your letter head stating:
“REQUEST FOR PROPOSALS TO PROVIDE LEGAL SERVICES
ART LOFTS AT WEST VILLAGE, LAKE WORTH, FLORIDA”

Submitted by: (Firm name)
Contact Person:
Contact Phone:
Contact Fax Number:
Contact Email:
Federal Tax ID:
Sign and date the letter

2. Project Team and Staffing

a. **Firm**

Provide information about your firm, such as relevant projects, office locations, services provided, and number of professionals (including licensed professionals).

b. **Team:**

Identify the proposed lead attorney that will be assigned to the project and other support members. Attach resumes for the key team members.

c. **References for the Firm:**

- i. Provide at least three (3) owner/client references you have provided services for in the past five years including contact person (email address and phone number), project name and location, and scope of work.

3. Ability to perform

Team capability, capacity, ability and location to commit time and resources to this project to meet the desired schedule. Provide a timeline with milestones and key deliverables for items 1-3 of the Scope of Services.

4. Specific Project Experience

Describe at least three (3) similar projects completed in within the past two (2) years. Include only those projects for which members of your proposed team have had substantial direct involvement.

At a minimum, for each project provide:

- A. Project name
- B. Project location
- C. Project scope of services
- D. Owner
- E. Owner contact person and title (may be contacted for reference purposes)
- F. Owner telephone
- G. Email address
- H. Type of project
- I. Principal in charge

5. Licenses

Copies of required professional and business licenses.

6. **Insurances:**

Firms must carry a minimum Professional Liability \$1 million per occurrence, Worker's Compensation in accordance with Florida Statutes, automobile and hired vehicles, and, General Liability \$1 million per occurrence and \$2 million aggregate insurances.

7. **Litigation and/or Terminations:** Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such.

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

8. **Federally Funded Projects Forms (Exhibit C):**

(Note: The Federally Funded Terms become a part of the contract and subcontracts of the project.)

- a. NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR
- b. ANTI-KICKBACK AFFIDAVIT
- c. CERTIFICATION OF ELIGIBILITY OF CONTRACTOR
- d. CERTIFICATION OF NON-SEGREGATED FACILITIES
- e. WORKFORCE PROJECTION
- f. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT
- g. MBE/WBE CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM MBE/WBE SUPPLIER PARTICIPATION FORM
- h. DRUG FREE WORKPLACE see form within (Exhibit C)

9. **Acknowledgement of subsequently issued addenda (Exhibit D)**

10. **Certification and acknowledgement form (Exhibit E)**

11. **Proposed fees for services (please present in table format)**

- a. Flat fee for preparing HOA documents and obtaining state certification.
 - b. Itemized fees acting as Escrow and Title Agent for the purchase of the land from the CRA.
 - c. Itemized fees for acting as Escrow and Title Agent for the sale transaction of each townhome. All fees except title insurance.
 - d. Itemized fees to act as Escrow and Title Agent for construction loan financing.
 - e. Fee to assist in processing a subdivision of the property.
 - f. Hourly rate for key personnel including Attorney(s) and other support staff for other issues.
-
-

EXHIBIT A

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

GENERAL CONDITIONS

1. GENERAL INFORMATION

Proposers are advised that this package constitutes the entire scope of services, terms, and conditions and will be included in the binding contract between Neighborhood Renaissance, Inc (the NRI) and the successful Proposer. Changes to this Request for Proposals may be made only by written amendment issued by the Neighborhood Renaissance, Inc. Proposers are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the NRI contact person in writing in sufficient time to permit a written response and, if required, will be provided to all prospective Proposers, prior to Proposal opening. Oral explanations or instructions given by Neighborhood Renaissance agent are not binding and should not be interpreted as altering any provision of this document. The respondent certifies that this proposal is made without reliance on any oral representations made by the NRI.

The obligations of the NRI under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility. The successful Proposer shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Proposer certifies that all products (materials, equipment, processes, or other items supplied in response to this Proposal) contained in its Proposal meets all ANSI, NFPA and all other Federal and State requirements. Proposer further certifies that, if it is the successful Proposer, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the Proposer.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this Proposal shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful Proposer and the NRI for any terms and conditions not specifically stated in the Request for Proposal.

b. DISCRIMINATION PROHIBITED: Neighborhood Renaissance is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful Proposer is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Proposer is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the NRI. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Proposer's sole direction, supervision, and control. The successful Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful Proposer's relationship, and the relationship of its employees, to the NRI shall be that of an Independent Contractor and not as employees or agents of the NRI.4

d. PUBLIC ENTITY CRIMES: As provided in F.S. 287.133 the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work 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).

e. NON-COLLUSION: Proposer certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more Proposers over other Proposers. Conviction for the Commission of any fraud or act of collusion in connection with any sale, Proposal, quotation, proposal or other act incident to doing business with the NRI may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor Proposal list(s), and/or debarment or suspension from doing business with the NRI.

f. CONFLICT OF INTEREST: All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also an employee or a relative of an employee of the NRI or board member of the NRI. Further, all Proposers shall disclose the name of any NRI employee /board member or relative of an NRI employee/board member who owns, directly or indirectly, an interest of ten percent or more in the Proposer's firm or any of its branches.

Proposer certifies that they understand that should they be the successful Proposer for the rehabilitation construction consultant contract that they cannot Proposal on rehabilitation construction work as this would be a conflict of interest.

g. SUCCESSORS AND ASSIGNS: The NRI and the successful Proposer each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the NRI nor the successful Proposer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

h. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful Proposer shall indemnify, save harmless and defend the NRI, its agents, servants, or employees/board members from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Proposal documents and/or resultant contract.

i. PUBLIC RECORDS: Any material submitted in response to this Request for Proposals is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

j. INCORPORATION, PRECEDENCE, JURISDICTION: This Request for Proposals shall be included and incorporated in the final award. The order of contractual precedence shall be the Proposal document (original terms and conditions), Proposal response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

k. LEGAL EXPENSES: The NRI shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. SUBMISSION

a. SUBMISSION OF RESPONSES: **FAILURE TO SIGN THE CERTIFICATION FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION.** Responses are to be submitted to the NRI no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the Proposal title for proper handling.

b. DRUG FREE WORKPLACE CERTIFICATION: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with Proposal response in order to be considered for a preference whenever two (2) or more Proposals which are equal with respect to price, quality, and service are received by the NRI.

c. ACCEPTANCE/REJECTION OF PROPOSALS: The NRI reserves the right to accept or to reject any or all Proposals. The NRI also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the Proposal of any Proposer who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of Proposers in order to make a determination as to its ability to perform.

d. PERFORMANCE DURING EMERGENCY: By submitting a Proposal, Proposer agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the NRI shall be given "first priority" for all goods and services under this contract. Proposer agrees to provide all goods and services to the NRI during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Proposer shall furnish a 24-hour phone number to the NRI in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the Proposer subject to sanctions from doing further business with the NRI.

4. PROPOSAL OPENING, AWARD and PROTESTS

a. OBSERVING THE PUBLISHED PROPOSAL OPENING TIME: The published Proposal opening time shall be **scrupulously observed**. It is the sole responsibility of the Proposer to ensure that their Proposal arrives to the NRI prior to the published Proposal opening time. Any Proposal delivered after the precise time of Proposal opening shall not be considered, and shall be returned to the Proposer unopened if Proposer identification is possible without opening. Proposal responses by telephone, electronics, or facsimile shall not be accepted. Proposers shall not be allowed to modify their Proposals after the published Proposal opening time.

b. AWARD and POSTING OF AWARD RECOMMENDATION: It is the intention of the NRI to award a single contract to the best qualified, responsive, responsible Proposer.

c. PROTEST PROCEDURE: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Neighborhood Renaissance, Inc. Executive Director, via hand delivery, mail or fax to 561/832-0483. Protest must identify the solicitation, specify the basis for the protest, and be received by the NRI within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the NRI. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this Proposal are to be made during the normal working hours of the NRI. Time is of the essence and delivery dates must be met. Should the successful Proposer fail to deliver on or before the stated dates, the NRI reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Proposer shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for the NRI has, by inspection or test of such items, determined that they appear to fully comply with specifications. The NRI may return, at the expense of the successful Proposer and for full credit, any item(s) received which fail to meet the NRI's specifications or performance standards.

b. FEDERAL AND STATE TAX: The NRI is exempt from Federal and State taxes. The NRI shall provide an exemption certificate to the successful Proposer, upon request. Successful Proposers are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the NRI, nor are successful Proposers authorized to use the NRI's Tax Exemption Number in securing such materials.

c. **PAYMENT**: Payment shall be made by the NRI after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES**: The NRI, by written notification to the successful Proposer may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful Proposer shall not amend any provision of the contract without written notification to the NRI.

e. **DEFAULT**: The NRI may, by written notice of default to the successful Proposer, terminate the contract in whole or in part if the successful Proposer fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the NRI may authorize in writing) after receipt of notice from the NRI specifying such failure. In the event the NRI terminates this contract in whole or in part because of default of the successful Proposer, the NRI may procure goods and/or services similar to those terminated, and the successful Proposer shall be liable for any excess costs incurred due to this action.

If it is determined that the successful Proposer was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful Proposer), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE**: The NRI may, whenever the interests of the NRI so require, terminate the contract, in whole or in part, for the convenience of the NRI. The NRI shall give five (5) days prior written notice of termination to the successful Proposer, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful Proposer has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful Proposer shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful Proposer shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS**: The Proposer shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The NRI shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Proposer's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**:

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. The NRI is a grant sub recipient of Palm Beach County and therefore all contracts pertaining to this Proposal solicitation are subject to this ordinance.

7. **REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS** (The forms contained herein must be completed and returned with the Proposal) SEE EXHIBIT B.

THIS IS THE END OF "GENERAL CONDITIONS."

EXHIBIT B

FEDERAL REQUIREMENTS

REPRESENTATIONS AND CERTIFICATIONS – REQUIREMENTS

A) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Proposer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - . Goals for minority participation for each trade: 22.4%
 - . Goals for female participation in each trade: 6.9%
 - . Area covered: Palm Beach County
 - . Timetables: All trades for the life of the project
- a) These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.
- b) The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.

B) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246 (contracts/subcontracts above \$10,000)

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 48.1 through 48.6 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, 1965, 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.

The Contractor shall comply with all equal opportunity regulations, guidelines and standards lawfully adopted under the governing statutes.

C. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract

and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO

obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association,

joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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)."

D. 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.

E. NON-DISCRIMINATION 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.

F. 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.

G. SECTION 3 CLAUSES

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. 170 (u) (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 requirements 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 commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. COPELAND "ANTI-KICKBACK" ACT (18.874)

To the extent applicable to this agreement, the contractor will comply with, and agrees to comply with the Copeland "Anti-Kickback" Act.

I) COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(h) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738. 1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR part 15 as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.

- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

J) ENERGY EFFICIENCY

If this contract exceeds \$100,000 the contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

K) SECTION 503 HANDICAPPED (CONTRACTS \$2,500 or OVER)

Section 503 prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities (IWDs), and requires these employers to take affirmative action to recruit, hire, promote, and retain these individuals. The new rule strengthens the affirmative action provisions of the regulations to aid contractors in their efforts to recruit and hire IWDs, and improve job opportunities for individuals with disabilities. The new rule also makes changes to the nondiscrimination provisions of the regulations to bring them into compliance with the ADA Amendments Act of 2008.

EXHIBIT C

FORMS FOR FEDERALLY FUNDED PROJECTS

DRUG FREE WORK PLACE

(note: please include all these forms with your proposal)

1. Forms for Federally Funded Projects A through F

(Note: The Federally Funded Terms become a part of the contract and subcontracts of the project.)

- A. NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
- B. ANTI-KICKBACK AFFIDAVIT
- C. CERTIFICATION OF ELIGIBILITY OF CONTRACTOR
- D. CERTIFICATION OF NONSEGREGATED FACILITIES
- E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

2. **DRUG FREE WORKPLACE**

The following pages must be submitted with your Proposal.

A. NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

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) She/he is _____ of
(Pres. Partner, Sole Proprietor)

_____, the Proposer
(Company name)

that has submitted a proposal to perform work for the following project:

Project Name: Art Lofts at West Village

(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 Proposer 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 proposers, firms or persons to submit a collusive or sham proposal in connection with the Contract for
which the attached Proposal has been submitted or to refrain from proposing 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 Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to
fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Lake
Worth, Neighborhood Renaissance, Inc. 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 Proposer or any of its agents, representatives,
owners, employees, or parties in interest, including this affiant.

_____ Signature

_____ Print Name

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2015 by
_____ who is personally known to me or who has produced identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

B. ANTI-KICKBACK AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared

_____, who, after being
(Individuals Name)

by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is _____ of
(Pres. Partner, Sole Proprietor)

_____, the Proposer
Company name

that has submitted a proposal to perform work for the following project:

Project Name: Art Lofts at West Village

(2) I, the undersigned, hereby depose and say that no portion of the sum Proposal in connection with the work to be performed at the property identified above will be paid to any employee of Lake Worth CRA or Neighborhood Renaissance, Inc., 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.

Print Name Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2015 by

_____ who is personally known to me or who has produced identification.

NOTARY SEAL:
Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

C. CERTIFICATION OF ELIGIBILITY OF CONTRACTOR (for Consultant)

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being
(Individuals Name)
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is _____ of
(Pres. Partner, Sole Proprietor)

_____, Hereinafter, referred to as
Company name
the "Contractor" (the consultant); who submitted a proposal to perform work for the following project:

Contract #: Project Name: Art Lofts at West Village

(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 (consultant) 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 Construction 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 are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction 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.

Print Name Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2015 by
_____ who is personally known to me or who has produced identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

D. CERTIFICATION OF NON-SEGREGATED FACILITIES

The 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 Proposal. 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: Art Lofts at West Village

(Pres. Partner, Sole Proprietor)

Company name

Address

Print Name

Signature

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Name of Firm/Organization)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Persons' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(1) The prospective recipient of federal funds certifies, by submission of this proposal, that neither it nor its principals are 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 recipient of federal funds is unable to certify to any of the statements in this certification, such person shall attach an explanation to their Executive Summary of this proposal.

Name of Firm: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date Signed: _____

F. DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Project Name: Art Lofts at West Village

(Pres. Partner, Sole Proprietor)

Company name

Consultant's Signature

EXHIBIT D
ACKNOWLEDGEMENT OF SUBSEQUENTLY ISSUED ADDENDA

PROPOSAL TITLE: **ART LOFTS AT WEST VILLAGE**

PROPOSING
FIRM/INDIVIDUAL: _____

SIGNATURE: _____

DATE SUBMITTED: _____

We propose and agree, if this Proposal is accepted, to contract with the Neighborhood Renaissance, Inc., in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

All questions and inquiries must be received no later than five (5) calendar days prior to the Submittal Closing Date.

Having studied the documents prepared by:

NEIGHBORHOOD RENAISSANCE INC

and having examined the project site (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL

EXHIBIT E

CERTIFICATION

CERTIFICATION AND ACKNOWLEDGEMENT:

The undersigned has carefully read and understands the requirements of this solicitation including but not limited to the specifications, general conditions (exhibit B) and the federal forms (exhibit D) and certifications (exhibit C) attached to the RFP - REQUEST FOR PROPOSALS TO PROVIDE LEGAL SERVICES ART LOFTS AT WEST VILLAGE, LAKE WORTH, FLORIDA

Proposal Submitted by:

COMPANY/INDIVIDUAL NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____ E-MAIL _____

FORMATION OF BUSINESS (Corp, LLC, Partnership) _____
(must be registered to do business in the State of Florida)

FEDERAL EMPLOYER TAX IDENTIFICATION NUMBER _____
(if a sole proprietorship, you will be asked for a Social Security Number if selected to negotiate)

PRINT NAME OF AUTHORIZED
REPRESENTATIVE

SIGNATURE

TITLE _____ DATE: _____

CONTACT PERSON: _____

EXHIBIT F SITE PLAN

The current set of plans may be downloaded by clicking here:

<https://www.dropbox.com/s/nuf7rh2sycu3jgh/2016-06-10%2015035%20LW%20Artist%20Residences%20DD%20Progress.pdf?dl=0>

