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## **PBCHA Request for Quote PBCHA-RFQ-2020-30 Lead Based Paint and Asbestos Inspection and Testing Services**

**Issue Date: Tuesday, November 24, 2020**

**Closing Date and Time: Monday, December 7, 2020 2:00 PM**

**Pre-bid and Site Inspection: Tuesday, December 1, 2020 10:00 AM**

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This communication serves to apprise you and your firm of the above mentioned Request for Quote (RFQ) for Lead Based Paint and Asbestos Inspection and Testing Services. We invite you and your firm to respond to this RFQ. Please review carefully all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

**All Inquiries For Information Should Be Directed To:**  
**LaQuavial Pace, Contracts and Procurement Manager**  
**3432 W. 45<sup>th</sup> Street**  
**West Palm Beach, Florida 33407**  
**(561) 684-2160 x 107 (voice mail)**  
**Email: [lp@pbchafi.org](mailto:lp@pbchafi.org)**

**PALM BEACH COUNTY HOUSING AUTHORITY  
3432 W 45<sup>TH</sup> STREET  
WEST PALM BEACH, FLORIDA 33407  
PBCHA-RFQ-2020-30**

**Issue Date:** November 24, 2020  
**Title:** Lead Based Paint and Asbestos Inspection and Testing Services  
**Issuing Agency:** Palm Beach County Housing Authority  
3432 W 45<sup>th</sup> Street  
West Palm Beach, Florida 33407

**Period of Contract:** From Date of Award through Project Completion.

Quotes Will Be Received Until **December 7, 2020 – 2:00PM.** For Furnishing The Goods/Services Described Herein.

**All Inquiries for Information Should Be Directed To:** LaQuavial Pace, Contracts and Procurement Manager at [lpace@pbchaf1.org](mailto:lpace@pbchaf1.org), Telephone Number: (561) 684-2160 x107. **All questions should be submitted 3 days prior to closing to be considered.**

**IF QUOTES ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTES ARE EMAILED, DELIVER TO:** [lpace@pbchaf1.org](mailto:lpace@pbchaf1.org) and reference **PBCHA-RFQ-2020-30.** Respondents are responsible to insure that proposal are received on time. Late quotes will not be accepted.

**In Compliance With This Request for Quote And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services At The Prices Indicated on the Bid Form. The Undersigned Further Certifies That He/She is Authorized to Sign This Document On Behalf Of the Submitting Contractor.**

Name and Address of Contractor:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code: _____	Title: _____
FEI/FIN NO. _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____
D&B Number: _____	

**NOTE: Changes to this RFQ may be issued in the form of an addendum at any time prior to the due date and time for submitting quotes. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation. The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Office. Any vendor who did not directly receive a copy of the RFQ from PBCHA is encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation ([www.PBCHAFL.org](http://www.PBCHAFL.org)) and to contact the Procurement Officer to have their name added to the mailing list.**

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- I. **PURPOSE:** The intent and purpose of this Request for Quote is to solicit quotes from qualified environmental consultant firms and/or individuals to provide Lead-Based Paint and Asbestos Inspection and Testing Services.
- II. **SCOPE OF WORK:** The Contractor shall provide all labor, materials, supervision, insurance, transportation, tools, supplies and equipment necessary to complete the services indicate above.

CONTRACTOR PAYMENT: All payment to contractor shall be made in accordance with PBCHA Purchase Order. Work will be performed to completion and all inspection documentation will be submitted to the PBCHA prior to work acceptance and contractor payment.

**A. GENERAL REQUIREMENTS:**

1. Contractor's Personnel:
  - a) The Contractor will screen and employ only qualified personnel who shall be skilled in the performance of their duties and acceptable to PBCHA. The Contractor agrees to immediately remove any employee PBCHA determines to be unacceptable.
  - b) The Contractor agrees to follow all reasonable security precautions and procedures requested by PBCHA.
  - c) The Contractor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
    - (1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the buildings or on the properties.
    - (2) No loud or boisterous conduct will be permitted.
    - (3) PBCHA reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.
2. Smoke-Free Workplace

PBCHA "smoke-free" policy bans the use of all prohibited tobacco products at any location upon any PBCHA property, whether indoors or outdoors, if such location is within 25 feet of any building, door, or window on such property, including public housing units, administrative office buildings, community centers, and common areas. Contractors, vendors, and all employees and agents thereof, may **not** use prohibited tobacco products in violation of PBCHA's "smoke-free" policy.

For the purpose of this agreement, “prohibited tobacco product” means:

- a) Any item or device that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, pipes, and water pipes (“hookahs”); and
- b) Any electronic device that provides a vapor of liquid nicotine, with or without other substances, which device simulates the use of lit tobacco products, including any such device whether manufactured or referred to as “e-cigarettes,” “e-cigars,” “e-pipes,” or any other product or trade name.

3. Applicable Regulations and Guidelines:

- a) The Contractor shall be knowledgeable of applicable federal, state and local regulations, codes and guidelines.
- b) The Contractor shall be solely responsible for obtaining and complying with the applicable regulations and specifications with regard to their performance of the work and employee and public safety.

**B. SPECIFIC REQUIREMENTS:** The Contractor shall perform the **Lead-Based Paint and Asbestos Inspection and Testing Services** (See Scope of Work).

**III. TERMS AND CONDITIONS:** HUD-5370-C Form (attachment B)

**A. SUBMITTAL REQUIREMENTS:** Bidders shall attach the following documents to their submittal documents.

1. Quote
2. HUD-5370-C Form – General Conditions for Non-Construction Contracts
3. Sign Addenda (if any)
4. Attachments

**IV. ATTACHMENTS:**

- A. Quote
- B. HUD-5370-C General Conditions for Non-Construction Contracts
- C. Section III Clause and Minority Business Participation Commitment Form
- D. Certificate of Non-segregated Facilities
- E. Non-Collusive Affidavit
- F. G1 Certification of Eligibility
- G. G3 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- H. G4 Conflict of Interest Statement
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- J. G7 Clean Air and Water Certification
- K. G8 Certificate of Independent Price Determination
- L. G9 Certification Regarding Lobbying

## Scope of Work

The Palm Beach County Housing Authority wishes to engage the services of a contractor who is an **EPA certified lead-based paint inspector**, and who is an **EPA certified lead-based paint risk assessor** to perform a surface-by-surface investigation (interior and exterior) to determine the presence and quantity of lead-based paint in identified single family homes, and to submit to the Authority a signed report providing the findings of the inspection. Each report shall clearly identify all interior and exterior painted, stained, varnished or shellacked building components that have been inspected using standard industry names for these building components that are commonly used. When necessary and based upon risk assessment and reporting, abatement services may be required.

The contractor shall conduct asbestos inspection services. The asbestos inspection is a full-scale asbestos survey of enough detail which may include sampling, lab testing, and comprehensive report preparation to satisfy regulatory agencies in the course of building renovations, demolition, etc. involving Asbestos Containing Materials (ACM).

Prior to submittal of quote a site visit may be performed. Quote shall be all inclusive to include but not limited to checking for asbestos in interior and exterior of walls, painting, attic & wall insulation, flooring, roofing, ceilings, and any other possible ACM material. Samples and testing for all possible ACM required. Assessment & testing shall be performed to all related codes and regulations. The bidder's shall include detailed report showing number of samples taken, detailed test report identifying the samples taken with date, location and Test result with dates of test performed (the condition of the materials, Non-ACM or presence of ACM) and also suggested Abatement methods for ACM if any detected and ACM disposal methods. The tests shall be done by a certified authorized Asbestos testing Laboratory accredited by that country's Asbestos control authority and the test result shall be stamped and sealed by an authorized official of the testing organization. It is the responsibility of the contractor to inspect the site to familiarize with the site and understand the scope of work in detail before submitting your quote. PBCHA representatives will be available to answer your questions. You are requested to notify PBCHA Chief Administrative Officer of your site visit as soon as possible to give adequate time to arrange site visit. NOTE: All work involved with asbestos inspection and testing including inspection of the buildings, taking samples and any repairs to damages caused while collecting samples for ACM shall be performed only between the hours of 8:30 a.m. – 5:00 p.m. All work shall comply with the international & local safety requirements. For evaluation of quote your total price shall include break down showing samples taken, name & address of the testing Laboratory where the testing being performed, material or equipment used with quantities, labor and cost. The final completion of the project is one month (30 calendar days) from the date of issue of purchase order. Payment will be upon satisfactorily completion of the project certified by PBCHA.

## ATTACHMENT A

### QUOTE

#### LEAD-BASED PAINT

Physical Address	
2750 NE 4 <sup>th</sup> Street, Boynton Beach, FL 33435	\$
402 NW 16 <sup>th</sup> Avenue, Boynton Beach, FL 33435	\$

#### ASBESTOS

Physical Address	
2750 NE 4 <sup>th</sup> Street, Boynton Beach, FL 33435	\$
402 NW 16 <sup>th</sup> Avenue, Boynton Beach, FL 33435	\$

The PBCHA reserves the right to add or delete any items without affecting the unit bid prices.

Award will be made to the lowest responsive and responsible bidder provided all pricing is reasonable and in the best interest of the PBCHA to accept. An unbalanced quote, where unit price is unreasonably high or unreasonably low, may be rejected by the PBCHA as non-responsive.

PBCHA may award total project to one or more contractors. Award will be determined by unit price per lot.

Name of Vendor \_\_\_\_\_ return this form with submittals.

**ATTACHMENT B**

**HUD-5370 Form – General Conditions for Non-Construction Contracts**

**(Pages 1 – 6)**

**Please initial and date page 6 of the**  
**HUD Form 5370**



## ATTACHMENT C

### SECTION III COMPLIANCE CLAUSE AND COMMITMENT FORM

- A. **The work to be performed under this Contract is subject to the requirements of Section 3** of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). **The purpose of Section 3 is to ensure that employment** and other *economic opportunities* generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, **be directed to low- and very low-income persons**, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. **The Contractor agrees to send to each labor organization or representative of workers** with which the Contractor has a collective bargaining agreement or other understanding, if any, a **notice advising** the labor organization or workers' representative **of the Contractor's commitments under this Section 3 clause**, and will **post copies of the notice** in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. **The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.**
- D. **The Contractor agrees to include this Section 3 clause in every Subcontract** subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be

given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Definitions**

*Low Income Person* as used above means a **resident of the West Palm Beach-Boca Raton Area** at or below 80% of medium income as shown in the Income Table below.

*Economic Opportunities* as used above means contracts with (a) that is fifty-one percent (51%) or more owned by Section 3 residents; (b) whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (a) or (b).

### **Applicability**

This Contract plus all Subcontracts.

### **Reporting**

**The Contractor will be required to report all new hires employed as a result of this Contract** and to determine and report whether or not any of these **new** hires may be defined as *low income persons* based upon the above stated definition and by employing the income table below. For Subcontracts the Contractor will be responsible for requiring the Subcontractor to (a) report all new hires employed as a result of this Contract and to determine and report whether or not any of these **new** hires may be defined as *low income persons* based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a *low income person* or a *Section III Business* based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

**INCOME TABLE**

This table shows 80% of median income for West Palm Beach-Boca Raton Area for the designated number of persons in a family.

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	\$30,750	\$35,150	\$39,550	\$43,900	\$47,450	\$50,590	\$54,450	\$57,950
Extremely Low (30%) Income Limits	\$18,450	\$21,100	\$23,750	\$26,350	\$30,680	\$35,160	\$39,640	\$44,120
Low (80%) Income Limits	\$49,200	\$56,200	\$63,250	\$70,250	\$75,900	\$81,500	\$87,150	\$92,750

Minority Business and Section 3 Participation  
Commitment Form

**Project Name:**

It is the policy of Palm Beach County Housing Authority (“PBCHA”) to encourage Minority and Section 3 participation in all contracts. To implement this policy, PBCHA shall encourage Minority and Section III participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to Minority and Section 3 Businesses and Section 3 Individuals**.

**Minority Participation:**

For the purpose of this commitment, the term “Minority Business” means a business at least 51 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

\_\_\_\_\_ **Percent \***

To be considered a “minority business”, the business must be so certified by the Palm Beach County Office of Equal Business Opportunity (OEBO), City of West Palm Beach or any other local, state, or federal agency that certifies businesses as a minority business.

**Section 3 Participation:**

For the purpose of this commitment, the term “Section 3” refers to Section 3 businesses and Section 3 individuals based on the definitions below:

**Definitions:**

*Low Income Person* as used above means a **resident of the West Palm Beach-Boca Raton Area** at or below 80% of medium income as shown in the Income Table below.

*Economic Opportunities* as used above means contracts with (a) businesses owned 51% or more by residents of West Palm Beach-Boca Raton metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Palm Beach County area at or below 80% of medium income. Such businesses are referred to as *Section 3 Business*.

**Income Table**

This table shows 80% of median income for West Palm Beach-Boca Raton Area for the designated number of persons in a family.

<u>1 person</u> \$49,200	<u>2 persons</u> \$56,200	<u>3 persons</u> \$63,250	<u>4 persons</u> \$70,250
<u>5 persons</u> \$75,900	<u>6 persons</u> \$81,500	<u>7 persons</u> \$87,150	<u>8 persons</u> \$92,750

To be considered a “Section 3 business or Section 3 individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section 3 participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section 3 opportunities.

\_\_\_\_\_ **Percent \***

\*PBCHA will consider Minority and Section 3 participation in awarding this Contract. PBCHA reserves the right to approve or disapprove any subcontractor list or individual.

**FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

The undersigned hereby certifies that he or she has read the terms of this commitment form and is authorized to bind the prospective bidder/offeror to the commitment herein set forth.

\_\_\_\_\_  
Firm’s Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer – signed

**SECTION III COMPLIANCE FORM**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Palm Beach County Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

\_\_\_\_\_  
Typed Signature and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

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

Address of Business \_\_\_\_\_

Type of Business:  Corporation  Partnership  
 Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

Copy of resident lease  Copy of receipt of public assistance  
 Copy of evidence of participation  Other evidence  
in a public assistance program

**For Business entity as applicable:**

Copy of Articles of Incorporation  Certificate of Good Standing  
 Assumed Business Name Certificate  Partnership Agreement  
 List of owners/stockholders and  Corporation Annual Report  
% ownership of each  Latest Board minutes appointing  
officers  
 Organization chart with names and titles  Additional documentation  
and brief function statement

**For Business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to  
Section 3 business:**

List of subcontracted Section 3 business (es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are  
currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first  
employment with the business:**

_____ List of all current full-time employees	_____ List of employee claiming Section 3 status
_____ PHA/IHA Residential lease less than 3 years from day of employment	_____ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- \_\_\_Current financial statement
- \_\_\_Statement of ability to comply with public policy
- \_\_\_List of owned equipment
- \_\_\_List of all contracts for the past two years

\_\_\_\_\_

Authorizing Name (Business)

\_\_\_\_\_

Date

\_\_\_\_\_

Authorizing Signature (Business)

\_\_\_\_\_

Authorizing Name  
(Attested by)

\_\_\_\_\_

Date

\_\_\_\_\_

Authorizing Signature  
(Attested by)



## ATTACHMENT D

### CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the 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 Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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 will retain such certifications in its files.

Date \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Official Address

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

By \_\_\_\_\_

Title \_\_\_\_\_

## ATTACHMENT E

### NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first  
duly sworn, deposes and says that:

(1) He is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the Bidder that has submitted  
the attached bid;

- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Palm Beach County Housing Authority or any person interested in the proposed contract; and

(5) The price or prices in the attached bid 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.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

## **ATTACHMENT F**

### **G1 CERTIFICATION OF ELIGIBILITY**

**ATTACHMENT G-1**  
**CERTIFICATION OF ELIGIBILITY**

1. By the submission of this proposal, the Responder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Responder's firm is ineligible to:
  - a. Be awarded contracts by any agency of the United States Government, HUD, or the State of Florida; or,
  - b. Participate in HUD programs pursuant to 24 CFR Part 24.
  
2. To that effect, Responders shall submit a certification that the firm and its principals are not debarred, suspended or otherwise prohibited from professional practice by a Federal, state or local agency or excluded from participation in this contract, by completing and submitting Attachment G-3 hereto, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions." The certification in Attachment G-3 to the RFP and Paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Responder knowingly rendered an erroneous certification, the contract may be terminated for default, and the Responder may be debarred or suspended from participation in HUD programs and other Federal contract programs.
  
3. The Responder represents that a fully executed "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions, "Attachment G-3 [ ] is, [ ] is not included with the proposal.

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT G**

### **G3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**ATTACHMENT G-3**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,**  
**AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this response to the PBCHA solicitation, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment
3. The prospective lower tier participant shall provide immediate written notice to the person to which this certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneously by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposals, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549. The responder may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency.
6. The prospective lower tier participant further agrees by submitting this certification that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs."
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT G-3**  
**CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION INELIGIBILITY AND VOLUNTARY**  
**EXCLUSION – LOWER TIER COVERED**  
**TRANSACTIONS.**

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

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

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

Name	Title or Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT H**

### **G4 CONFLICT OF INTEREST STATEMENT**



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

PART I. CONFLICT OF INTEREST

1. In accordance with the regulations of the United States Department of Housing and Urban Development (HUD), neither the Palm Beach County Housing Authority (PBCHA) nor any of its contractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
  - a. Any present or former member or officer of the governing body of PBCHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, PBCHA or a business entity.
  - b. Any employee of PBCHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
  - c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PBCHA.
2. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).
3. As provided in Chapter 421 of the laws of the State of Florida, a commissioner or employee of PBCHA may not acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor shall he/she have any interest direct or indirect in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.
4. No member of or delegate to the Congress of the United States of America or any representative of PBCHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to PBCHA and HUD.
6. Any Bidder/Responder who submits a bids/proposal(s) in response to a PBCHA solicitation must disclose in its bids/proposals, the interest, direct or indirect, of any member of the classes of persons listed in Paragraph 1, 2, 3, and 4 above in such Bidder/Responder's, and shall also make the disclosures required in Parts II and III below.
7. The Bidder/Responder's shall also disclose any relationship the Bidder/Responder and/or its principals may have with: (a) any named or proposed subcontractor; and (b) any member of a joint-venture team competing for the proposed contract.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT I**

### **G5 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

**ATTACHMENT G-5**  
**CERTIFICATION AND DISCLOSURE**  
**REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

1. The definitions and prohibitions contained in Section 1352 of Title 31, United States Code, and the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulation (41 CFR Chapter 60) are hereby incorporated by reference in Paragraph 2 of this certificate.
2. The Responder, by signing its proposal, hereby certifies to the best of the Responder's knowledge and belief that:
  - a. No Federal appropriated or other funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on the Responder's behalf in connection with the awarding of a contract resulting from this solicitation;
  - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on the Responder's behalf in connection with this solicitation, the Responder shall complete and submit, with its proposal, OMB Standard Form LLL, "Disclosure of Lobbying Activities;" and
  - c. The Responder will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

Name and Address of Responder

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT J**

### **G7 CLEAN AIR AND WATER CERTIFICATION**

**ATTACHMENT G-7**  
**CLEAN AIR AND WATER CERTIFICATION**

1. The Responder certifies that:
  - a. Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities or on any other list of violating facilities by any other governing body having jurisdiction over such facility:
  - b. The Responder will immediately notify the PBCHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, or any other governing body having jurisdiction over such facility, indicating that any facility that the Responder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities or such other lists; and,
  - c. The Responder will include a certification substantially the same as this certification, including this Paragraph c, in every nonexempt subcontract.

2. Responder's Signature:

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

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

Name and Address of Responder

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT K**

### **G8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**



**ATTACHMENT G-8**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. The Responder certifies that:
  - a. The prices in this proposal have been determined independently by the Responder without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Responder or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered;
  - b. The prices in this proposal have not been and will not be knowingly disclosed by the Responder, directly or indirectly, to any other Responder or competitor before contract award, unless otherwise required by law; and
  - c. No attempt has been made or will be made by the Responder to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.
  
2. Each signature on the proposal is considered to be a certification by the signatory that the signatory:
  - a. Is the person in the Responder's organization responsible for determining the prices being offered in this proposal, and that the signatory and the Responder have not participated and will not participate in any action contrary to subparagraphs 1.a through 1.c above; or
  - b. Has been authorized, in writing, to act as agent for the principals listed below in certifying, and does hereby certify that the signatory and those principals listed below have not participated, and will not participate in any action contrary to subparagraphs 1. a through 1.c above.

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

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT L**

### **G9 CERTIFICATION REGARDING LOBBYING**

**ATTACHMENT G-9**  
**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name and Address of Responder

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

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

\_\_\_\_\_  
Date