

## Requests for Proposals

### Lead Inspection, Risk Assessment and Clearance Services

#### I. OVERVIEW

- A. The Alachua County Housing Authority (“ACHA”) invites all interested Florida Department of Health (“DOH”) and/or U.S. Environmental Protection Agency (“EPA”) Certified Lead Inspectors (“Inspectors”) and inspecting firms employing certified inspectors (“Inspection Firms” or “Firms”) to submit applications to provide Certified Environmental Lead Inspection (“CELI”) services for the ACHA in Alachua County Florida.
- B. In addition to maintaining a valid Environmental Lead Inspectors license, applicants will be required to provide evidence of an EPA Lead Risk Assessment certification.
- C. Governing Guidelines for this RFP
  - a. [2012 HUD Guidelines](#)
  - b. HUD 24 CFR 35 [eCFR :: 24 CFR Part 35 -- Lead-Based Paint Poisoning Prevention in Certain Residential Structures](#)
  - c. EPA 40 CFR 745 [eCFR :: 40 CFR Part 745 -- Lead-Based Paint Poisoning Prevention in Certain Residential Structures](#)
  - d. HUD Guidelines  
[https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
- D. Florida is an EPA Administered State
  - a. [www.epa.gov/lead](http://www.epa.gov/lead)
  - b. <https://www.epa.gov/lead/lead-abatement-inspection-and-risk-assessment>

#### II. INSTRUCTIONS

- A. A brief one page letter of interest and proposal submittals should be submitted in a sealed envelope to: “RFP, Lead Inspection, Risk Assessment and Clearance Services” Attn., Ron Hall, Director of Operations, 703 NE 1<sup>st</sup> Street Gainesville, FL 32601. Proposals should be no longer than ten (10) pages excluding certifications, attachments and work samples. Proposals should be presented on company letterhead.
- B. **Proposals must be received by the ACHA at the above address no later than 4:00pm EST on Wednesday December 21<sup>st</sup>, 2022.**
- C. Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s) per Chapter 119, Florida Statutes “Access to Public Records”. Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.

- D. Questions regarding this RFP should be directed to Ron Hall, Director of Operations [ron@acha-fl.com](mailto:ron@acha-fl.com) by the deadline of 4:00pm EST on Tuesday December 13<sup>th</sup>, 2022. This provides ample time to list the Q&A on our website [www.acha-fl.com/procurement](http://www.acha-fl.com/procurement) for all potential respondents to review.

### III. SCOPE OF WORK

- A. Inspection services will include comprehensive, limited, demo downgrade, comprehensive clearance and clearance inspections on single family detached units located in Archer, Newberry, Alachua and Waldo Florida. See attached detailed list.
- B. All inspection and sampling procedures, result interpretations, report generation and reporting requirements must, at a minimum, be performed in accordance with the regulations as specified in bullet I.C. and D. above. If there are any conflicts in the regulations, then the HUD guidelines prevail.
- C. All inspection documentation, including reports and certificates, must be legible and in a format approved by the ACHA.
- D. All inspections will be modified to meet additional US Department of Housing and Urban Development (“HUD”) requirements as noted in bullet I.C. above including:
- a. All four walls in every room area must be separately tested by XRF sampling and results recorded and;
  - b. A total of eight (8) dust samples will be taken in each unit, two (2) samples in each common stair/hall and an additional blank sample per project/day.
- E. All inspection services and clearance results must be reported to the ACHA in a timely manner. Inspection documentation and clearance inspection results must be reported to the ACHA based on the following schedule, which assumes business days Monday through Friday, includes Saturdays only by special arrangement, and excludes Sundays and state and federal holidays.
- a. Comprehensive inspection
    - i. 1-2 Units: Final report due to the ACHA seven (7) business days after assignment;
    - ii. 3 units: Final report due to the ACHA ten (10) business days after assignment;
    - iii. 4 units or more: Final report submission deadlines will be negotiated between the ACHA and the Inspection Firm based on the number of units and other factors.
  - b. Limited Inspection

Final report submission deadlines will be negotiated between the ACHA and the Inspection Firm based on the number of units and other factors.
  - c. Downgrade Clearance Inspection

A property's failure of a visual inspection must be communicated promptly to the ACHA by telephone while the inspector is on site;

Clearance documentation is due to the ACHA within two (2) business days after a clearance request in the form of a "Downgrade Letter".

d. Comprehensive Clearance Inspection

A comprehensive clearance inspection is performed on a property after work is complete where no CELI was performed prior to the start of work. Typically this type of inspection is used with non-profit projects or to confirm that the property is already lead safe/lead free.

- i. When a property fails visual inspection, such result must be communicated promptly to the ACHA by telephone while the inspector is on-site. The inspector must document the reason for the visual inspection failure on a Clearance Inspections Findings Form and forward to the ACHA within two (2) business days.
- ii. When the property passes visual inspection and laboratory analysis confirms that the collected media samples meet the Regulation standards, clearance results must be documented on a Certification of Lead Safe Status Form or Certification of Lead Free Status Form and transmitted to the ACHA within two (2) business days after receipt of the laboratory analysis results.
- iii. The full CELI report must be transmitted to the ACHA within five (5) business days after receipt of the laboratory analysis results.

e. Clearance Inspection

When the visual portion of a clearance inspection fails, the result must be communicated promptly to the ACHA by telephone while the inspector is on-site. The inspector must document the inspection result on a Clearance Inspection Findings Form. When media samples are collected as part of the clearance inspection, the inspector will interpret the laboratory results. Passage or failure must be communicated promptly to the ACHA by telephone. A Certification of Lead Safe Status or written notice of clearance failure is due to the ACHA within two (2) business days after receipt of the laboratory analysis results.

f. Return Inspection/Site Visit by Program Request

Return inspections and site visits may be required by the ACHA in special circumstances. Pricing will be based upon the nature of the visit and the time required for inspection/sample collections.

g. Samples

Samples must be submitted to a laboratory certified per the HUD guidelines listed in I.C. above. The Inspection Firm is responsible for the costs of laboratory analysis and included in your pricing structure on page five of this RFP. Any sampling or shipping charges arising outside the sampling protocols will be the responsibility of the Inspection Firm.

h. Inspector Activities Review

The ACHA will, from time to time, conduct reviews of all inspection activities for quality control purposes. Failure to fulfill the requirements of the current inspector protocols and/or follow current version of the Rules and Regulations set forth in I.C. above will result in disciplinary action against an inspector and may include reporting to the respected licensing board. In performance or response.

i. Disciplinary Action

Disciplinary Action commences with a warning letter from ACHA to the Inspection Firm/Inspector describing the deficiency. The Inspection Firm/Inspector must respond in writing to the ACHA within seven (7) business days from the date of the letter, describing the plan of action to (i) correct the deficiency and (ii) eliminate the deficiency moving forward. Continued deficiencies will result in a formal meeting between the Inspection Firm/Inspector and the Program Coordinator to discuss the matter, and may result in suspension and/or termination from the contract.

## IV. ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

A. General Firm Information

a. Provide a brief description of your firm, including but not limited to the following:

- i. Name of principal(s) of the Firm;
- ii. Name, telephone number and email address of the representative of the Firm authorized to discuss your proposal;
- iii. Address, DUNS, and FEIN# of the Firm;
- iv. Number of employees of the Firm.

B. Experience and Resources

- a. Describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work;
- b. Indicate which principals and associates from your agency, organization, and/or business would be involved in providing services to the ACHA. Provide appropriate background information for each such person and identify his or her



responsibilities. If your intent is to create a new position towards this end, please specify the position title, desired qualifications, and position description;

- c. Provide a detailed list of references including a contact name and telephone number for organizations or businesses for whom you have provided similar inspection service needs;
- d. Identify any conflict of interest that may arise as a result of business activities or ventures by your agency, organization, and/or business and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the ACHA. If none, please provide a statement to such effect;
- e. Describe how your agency, organization, and/or business will handle actual and or potential conflicts of interest;
- f. Identify any material litigation, administrative proceedings or investigations in which your agency, organization, and/or business is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your agency, organization, and/or business or any of its principals, partners, associates, subcontractors or support staff was a party that has been settled within the past two (2) years. If none, please provide a statement to such effect;
- g. Identify individuals in your agency, organization, and/or business with multilingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).

C. Fee Structure

Your proposal cost of services must follow the detailed cost outline below.

a. Comprehensive Environmental Lead Inspection

i. Single Family

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b. Limited Inspection

i. Hazard Confirmation

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c. Downgrade Clearance

i. Interior of Building

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d. Comprehensive Clearance

i. Single Family

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e. Clearance

i. Single Family

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ii. Interior Only

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- iii. Exterior/Common Area \_\_\_\_\_
- iv. Soil Only \_\_\_\_\_
- f. Return Inspection/Site Visit by Program Request \_\_\_\_\_

Miscellaneous

- g. The ACHA encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your Firm’s affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your Firm, the number and percentage of members of federally and State-protected classes in your Firm who will work on this engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.
  - h. Discuss any topics not covered in this Request for Proposals that you would like to bring to ACHA’s attention.
- D. Certifications
- a. Please include a letter from your president, chairman or CEO certifying that:
    - i. no member of your Firm has made inquiries or contacts with respect to this Request for Services other than in an e-mail or written communication to Ron Hall, Director of Operations, to seek clarification on the scope of work set forth in this proposal, from the date of this RFP through the date of your proposal;
    - ii. no member of your Firm will make any such inquiry or contact until after the deadline for submission;
    - iii. all information in your proposal is true and correct to the best of your knowledge;
    - iv. no member of your Firm gave anything of monetary value or promise of any type to an ACHA employee or commissioner, or a relative of the same, based on any understanding that such person’s action or judgment will be influenced.

## V. EVALUATION AND SELECTION

- A. A selection committee (the “Committee”) will evaluate the proposals based on the following factors:
  - a. Professional capacity to undertake the assignments;
  - b. Professional experience;
  - c. Previous work experience and performance with the ACHA and similar public housing programs;
  - d. Firm capabilities and ability to meet inspection and report deadlines;

- e. Recommendations by references;
- f. Firm minority status and affirmative action program or activities;
- g. Foreign language capabilities of the Firm; and
- h. Other pertinent information submitted.

## VI. ACHA RIGHTS

- A. By this RFP, the ACHA:
  - a. has not committed itself to undertake the work set forth;
  - b. reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents; and
  - c. reserves the right to make those decisions after receipt of responses.

## VII. ADDRESS LISTING FOR UNITS QUALIFIED FOR TESTING (PRE 1978)

Neighborhood	Street Address	City	Bed	Bath
Hitchcock	14102 NW 157th Pl	Alachua	5	1.5
Hitchcock	14110 NW 157th Pl	Alachua	4	1.5
Hitchcock	14204 NW 157th Pl	Alachua	3	1
Hitchcock	14218 NW 157th Pl	Alachua	4	1.5
Hitchcock	14220 NW 157th Pl	Alachua	3	1
Hitchcock	14306 NW 157th Pl	Alachua	4	1.5
Hitchcock	14312 NW 157th Pl	Alachua	3	1
Hitchcock	14315 NW 157th Pl	Alachua	2	1
Hitchcock	14307 NW 157th Pl	Alachua	3	1
Hitchcock	14223 NW 157th Pl	Alachua	4	1.5
Hitchcock	14219 NW 157th Pl	Alachua	4	1.5
Hitchcock	14207 NW 157th Pl	Alachua	2	1

Hitchcock	14111 NW 157th Pl	Alachua	3	1
Hitchcock	14105 NW 157th Pl	Alachua	5	1.5
Meadowbrook	25504 NW 6th Ave	Newberry	4	1.5
Meadowbrook	613 NW 255th Dr	Newberry	3	1
Meadowbrook	623 NW 255th Dr	Newberry	3	1
Meadowbrook	633 NW 255th Dr	Newberry	4	1.5
Meadowbrook	701 NW 255th Dr	Newberry	3	1
Meadowbrook	711 NW 255th Dr	Newberry	4	1.5
Meadowbrook	721 NW 255th Dr	Newberry	3	1
Meadowbrook	731 NW 255th Dr	Newberry	4	1.5
Meadowbrook	741 NW 255th Dr	Newberry	3	1
Meadowbrook	751 NW 255th Dr	Newberry	5	1.5
Meadowbrook	25610 NW 7th Pl	Newberry	2	1
Meadowbrook	25632 NW 7th Pl	Newberry	3	1
Meadowbrook	25708 NW 7th Pl	Newberry	3	1
Meadowbrook	25724 NW 7th Pl	Newberry	3	1
Meadowbrook	747 NW 258th St	Newberry	4	1.5
Meadowbrook	25739 NW 7th Pl	Newberry	4	1.5
Meadowbrook	25721 NW 7th Pl	Newberry	4	1.5
Meadowbrook	25707 NW 7th Pl	Newberry	3	1
Meadowbrook	25631 NW 7th Pl	Newberry	2	1
Meadowbrook	730 NW 255th Dr	Newberry	3	1
Meadowbrook	720 NW 255th Dr	Newberry	4	1.5
Meadowbrook	25618 NW 6th Pl	Newberry	2	1



Meadowbrook	25704 NW 6th Pl	Newberry	5	1.5
Meadowbrook	25710 NW 6th Pl	Newberry	5	1.5
Meadowbrook	25728 NW 6th Pl	Newberry	2	1
Meadowbrook	25725 NW 6th Pl	Newberry	3	1
Meadowbrook	25717 NW 6th Pl	Newberry	4	1.5
Meadowbrook	25637 NW 5th Pl	Newberry	4	1.5
Meadowbrook	628 NW 255th Dr	Newberry	2	1
Meadowbrook	616 NW 255th Dr	Newberry	2	1
Merrillwood	15316 NW 156th Ter	Alachua	4	1.5
Merrillwood	15310 NW 132nd Ter	Alachua	3	1
Merrillwood	15304 NW 132nd Ter	Alachua	2	1
Merrillwood	13210 NW 153rd Pl	Alachua	3	1
Merrillwood	13206 NW 153rd Pl	Alachua	2	1
Merrillwood	13202 NW 153rd Pl	Alachua	3	1
Merrillwood	15308 NW 131st Ter	Alachua	3	1
Merrillwood	15315 NW 131st Ter	Alachua	2	1
Merrillwood	15323 NW `131st Ter	Alachua	4	1.5
Merrillwood	15327 NW 131st Ter	Alachua	4	1.5
Merrillwood	15329 Merrillwood Dr	Alachua	4	1.5
Merrillwood	25322 NW 131st Ter	Alachua	2	1
Merrillwood	15328 NW 131st Ter	Alachua	2	1
Merrillwood	15321 Merrillwood Dr	Alachua	3	1
Merrillwood	15313 Merrillwood Dr	Alachua	4	1.5
Merrillwood	15305 Merrillwood Dr	Alachua	4	1.5

Merrillwood	15309 NW 132nd Ter	Alachua	4	1.5
Merrillwood	15407 Merrillwood Dr	Alachua	2	1
Merrillwood	13107 NW 154th Ln	Alachua	4	1.5
Merrillwood	13108 NW 154th Ln	Alachua	4	1.5
Merrillwood	13109 NW 155th Ln	Alachua	5	1.5
Merrillwood	13110 NW 155th Ln	Alachua	2	1
Merrillwood	13124 NW 155th Ln	Alachua	3	1
Merrillwood	13123 NW 155th Ln	Alachua	5	1.5
Merrillwood	13204 NW 154th Pl	Alachua	3	1
Merrillwood	15420 Merrillwood Dr	Alachua	4	1.5
Merrillwood	15404 Merrillwood Dr	Alachua	4	1.5
Merrillwood	13205 NW 154th Pl	Alachua	2	1
Merrillwood	13213 NW 154th Pl	Alachua	2	1
Merrillwood	13208 NW 154th Pl	Alachua	4	1.5
Merrillwood	13101 NW 154th Ln	Alachua	4	1.5
Merrillwood	13102 NW 154th Ln	Alachua	5	1.5
Merrillwood	13103 NW 155th Ln	Alachua	4	1.5
Merrillwood	13104 NW 155th Ln	Alachua	4	1.5
Merrillwood	13105 NW 155th Pl	Alachua	4	1.5
Merrillwood	13106 NW 155th Pl	Alachua	3	1
Merrillwood	13112 NW 155th Pl	Alachua	3	1
Merrillwood	13118 NW 155th Pl	Alachua	4	1.5
Merrillwood	15525 Merrillwood Dr	Alachua	2	1
Merrillwood	15520 Merrillwood Dr	Alachua	3	1
Merrillwood	13113 NW 155th Pl	Alachua	4	1.5

Merrillwood	13130 NW 155th Ln	Alachua	2	1
Merrillwood	13131 NW 155th Ln	Alachua	5	1.5
Merrillwood	13222 NW 154th Pl	Alachua	3	1
Merrillwood	13221 NW 154th Pl	Alachua	3	1
Merrillwood	15318 Merrillwood Dr	Alachua	4	1.5
Merrillwood	13219 NW 153rd Ln	Alachua	3	1
Merrillwood	15326 Merrillwood Dr	Alachua	4	1.5
Merrillwood	13214 NW 153rd Ln	Alachua	3	1
Pine Tree Terrace	15094 NE 141st St	Waldo	2	1
Pine Tree Terrace	15068 NE 141st St	Waldo	3	1
Pine Tree Terrace	14025 NE 151st Ln	Waldo	2	1
Pine Tree Terrace	14007 NE 151st Ln	Waldo	3	1
Pine Tree Terrace	13956 NE 151st Ln	Waldo	3	1
Pine Tree Terrace	14018 NE 151st Ln	Waldo	3	1
Pine Tree Terrace	14042 NE 151st Ln	Waldo	3	1
Pine Tree Terrace	15152 NE 141st St	Waldo	2	1
Pine Tree Terrace	15217 NE 141st St	Waldo	4	1.5
Pine Tree Terrace	15239 NE 141st St	Waldo	4	1.5
Pine Tree Terrace	15261 NE 141st St	Waldo	5	1.5
Pine Tree Terrace	15285 NE 141st St	Waldo	3	1
Pine Tree Terrace	15313 NE 141st St	Waldo	4	1.5
Pine Tree Terrace	15337 NE 141st St	Waldo	3	1
Pine Tree Terrace	15355 NE 141st St	Waldo	4	1.5
Pine Tree Terrace	15389 NE 141st St	Waldo	4	1.5

Pine Tree Terrace	15411 NE 141st St	Waldo	5	1.5
Pine Tree Terrace	15435 NE 141st St	Waldo	4	1.5
Thistle Hills East	13519 SW 156th Ter	Archer	4	1.5
Thistle Hills East	13537 SW 156th Ter	Archer	3	1
Thistle Hills East	13555 SW 156th Ter	Archer	4	1.5
Thistle Hills East	13573 SW 156th Ter	Archer	3	1
Thistle Hills East	13591 SW 156th Ter	Archer	3	1
Thistle Hills East	13607 SW 156th Ter	Archer	5	1.5
Thistle Hills East	13615 SW 156th Ter	Archer	4	1.5
Thistle Hills East	13627 SW 156th Ter	Archer	2	1
Thistle Hills East	13645 SW 156th Ter	Archer	2	1
Thistle Hills East	13636 SW 156th Ter	Archer	2	1
Thistle Hills East	13600 SW 156th Ter	Archer	2	1
Thistle Hills East	13578 SW 156th Ter	Archer	3	1
Thistle Hills East	13596 SW 156th Ter	Archer	4	1.5
Thistle Hills East	13544 SW 156th Ter	Archer	3	1
Thistle Hills East	13540 SW 156th Ter	Archer	4	1.5
Thistle Hills West	17094 SW 141st Pl	Archer	4	1.5
Thistle Hills West	17082 SW 141st Pl	Archer	3	1
Thistle Hills West	17068 SW 141st Pl	Archer	3	1
Thistle Hills West	17056 SW 141st Pl	Archer	4	1.5
Thistle Hills West	17046 SW 141st Pl	Archer	4	1.5
Thistle Hills West	17036 SW 141st Pl	Archer	5	1.5

Thistle Hills West	17030 SW 141st Pl	Archer	4	1.5
Thistle Hills West	17026 SW 141st Pl	Archer	3	1
Thistle Hills West	17012 SW 141st Pl	Archer	2	1
Thistle Hills West	17029 SW 141st Pl	Archer	4	1.5
Thistle Hills West	17047 SW 141st Pl	Archer	3	1
Thistle Hills West	14192 SW 170th St	Archer	4	1.5
Thistle Hills West	17067 SW 141st St	Archer	5	1.5
Thistle Hills West	17085 SW 141st St	Archer	3	1
Thistle Hills West	14239 SW 170th St	Archer	2	1
Tower Oaks	1817 SW 69th Ter	Gainesville	2	1
Tower Oaks	1817 SW 69th Ter	Gainesville	2	1
Tower Oaks	1817 SW 69th Ter	Gainesville	2	1
Tower Oaks	1817 SW 69th Ter	Gainesville	2	1
Tower Oaks	1714 SW 70th Ter	Gainesville	2	1
Tower Oaks	1714 SW 70th Ter	Gainesville	2	1
Tower Oaks	1714 SW 70th Ter	Gainesville	2	1
Tower Oaks	1714 SW 70th Ter	Gainesville	2	1
Tower Oaks	1910 SW 70th Ter	Gainesville	2	1
Tower Oaks	1910 SW 70th Ter	Gainesville	2	1
Tower Oaks	1910 SW 70th Ter	Gainesville	2	1
Tower Oaks	1910 SW 70th Ter	Gainesville	2	1

## VIII. REQUIRED FORMS – INFORMATIONAL

### A. TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

#### **MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

#### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not

reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

**B. Legally Required Statement and Provisions Regarding Access to Records**

**Legally Required Statement and Provisions Regarding Access to Records**



703 N.E. 1st Street • Gainesville, FL 32601

Phone: 352.372.2549 • Fax: 352.373.4097 • TTY:  
1.800.955.8771 or 711

[www.acha-fl.com](http://www.acha-fl.com)

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the VENDOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the VENDOR is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the VENDOR. As stated below, the VENDOR may contact the ALACHUA COUNTY HOUSING AUTHORITY'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the VENDOR is advised to seek independent legal counsel as to its legal obligations. The ALACHUA COUNTY HOUSING AUTHORITY cannot provide the VENDOR advice regarding its legal rights or obligations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Ronald Hall
- ii) 352-372-2549 ext 512
- iii) [Ron@acha-fl.com](mailto:Ron@acha-fl.com)
- iv) Alachua County Housing Authority  
703 NE 1<sup>st</sup> Street  
Gainesville, FL 32601

If, under this Agreement, the VENDOR is providing services and is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Florida Statutes Section 119.011(2), the VENDOR shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the services.
- ii) Upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, provide the ALACHUA COUNTY HOUSING AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise



provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the ALACHUA COUNTY HOUSING AUTHORITY.
- iv) Upon completion of the Agreement, transfer at no cost to the ALACHUA COUNTY HOUSING AUTHORITY, all public records in possession of the VENDOR or keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the service. If the VENDOR transfers all public records to the ALACHUA COUNTY HOUSING AUTHORITY upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ALACHUA COUNTY HOUSING AUTHORITY, upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the ALACHUA COUNTY HOUSING AUTHORITY.

Failure of the VENDOR to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the ALACHUA COUNTY HOUSING AUTHORITY.

#### C. Insurance Requirements of Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

##### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

5. Builder's Risk insurance coverage for all risks of loss (*in compliance with HUD guidelines*).

#### **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

**NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.**

2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Builder's Risk: Completed value of the project.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.

4. Maintenance of the proper insurance for the duration of the contract is a material

element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

Builder's Risk policies shall contain the following provisions:

1. The Authority shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Authority, its officers, officials, employees and volunteers.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

#### **VERIFICATION OF COVERAGE**

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### **SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

**NOTE:** If a subcontractor will be hired to perform hazardous material remediation, that sub-contractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

**NOTE:** The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

#### **D. Section 3 Business Preference Clause**

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- 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 or 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 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 (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 Enterprise. 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).

### **PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The Alachua County Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

#### **Priority I**

##### **Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

#### **Priority II**

##### **Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

#### **Priority III**

##### **Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

#### **Priority IV**

##### **Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

#### **Priority V**



### **Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### **Priority VI**

#### **Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### **Priority VII**

#### **Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### **Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the ACHA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the ACHA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00

\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit



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## IX. REQUIRED FORMS TO BE RETURNED WITH YOUR PROPOSAL

### A. Section 3 Business Certification **to be returned only if claiming a Section 3 Preference**

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

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS: ☐ Corp. ☐ 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 ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

#### **For the business entity as applicable:**

<input type="checkbox"/> Copy of Articles of Incorporation	<input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Assumed Business Name Certificate	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> List of owners/stockholder and % of each	<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Latest Board minutes appointing officers	<input type="checkbox"/> Additional documentation
<input type="checkbox"/> Organization chart with names and titles and brief functional statement	

#### **For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

☐ List of subcontracted Section 3 business and subcontract amount





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**For business claiming Section 3 status, claiming at least 30% 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 all employees claiming Section 3 status

☐ PHA Residential lease (less than 3 years  
from date 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

☐ List of owned equipment

☐ Statement of ability to comply

☐ List of all contracts for the past 2 years with  
public policy

**Corporate Seal**

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

My term  
expires:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

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



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To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Bid To Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

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**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



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**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

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

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed



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B. Form of Non-Collusive Affidavit – **return with your proposal**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**(To be modified if law requires other form)**

**AFFIDAVIT**

(Prime Bidder)

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

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

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

That he is \_\_\_\_\_ The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any bidder, or to secure any advantage against the **Alachua County Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an Individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation.

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

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.



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C. Eligible Bidder Certification— **return with your proposal**

**ELIGIBLE BIDDER CERTIFICATION**

I hereby affirm that the undersigned individual or firm is eligible to bid on this project and to enter into a contract with the Alachua County Housing Authority and is not listed on the Debarred List/Excluded Party List System or HUD's Limited Denial of Participation Listing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_. Florida.

\_\_\_\_\_  
(Name of Firm)

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

Title:

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

Notary Public  
My Commission Expires:



D. Certification Regarding Debarment and Suspension – **return with your proposal**

**Certification Regarding  
Debarment and Suspension  
U.S. Department of Housing and Urban Development**

**Certification A:** Certification Regarding  
Debarment, Suspension, and

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Other Responsibility Matters - Primary  
Covered Transactions

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the department or agency may terminate this transaction for cause of default.

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

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and

Coverage sections of the rules

implementing Executive Order 12549.

You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

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

Certification Regarding  
Debarment and Suspension



## U.S. Department of Housing and Urban Development

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

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

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

#### Instructions for Certification (B)

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and

Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction,





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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 Non-procurement List.

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

person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: \_\_\_\_\_

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

Signature of Authorized Certifying Official: \_\_\_\_\_

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

Title: \_\_\_\_\_



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E. Certification Regarding Lobbying— **return with your proposal**

**CERTIFICATION REGARDING LOBBYING**

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 any 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 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 of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant: \_\_\_\_\_

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

Signature of Authorized Certifying Official: \_\_\_\_\_

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

Title: \_\_\_\_\_