Request for Quote No. 15/16 – Q317

Industrial Hygiene Services

The City of West Palm Beach is soliciting quotations from experienced and qualified firms to provide industrial hygiene services including but not limited to indoor air quality assessment, asbestos assessment and abatement, mold assessment and remediation, lead assessment and abatement and fuel tank remediation. This is a three (3) year contract with options to renew for two (2) additional years.

Proposal documents can be acquired electronically and free of charge by logging onto the City’s website at:

http://wpb.org/Departments/Procurement/Solicitations/Bids-List

Time is of the essence and any quote received after 3:00 p.m., Thursday, June 16, 2016, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Department. Quotes shall be placed in a sealed envelope and marked in the lower left-hand corner with the Quote number, title, date and hour of quote are scheduled to be received. Respondents are responsible for insuring their quote is stamped by Procurement Department personnel by the deadline indicated.

All quotes must be delivered or mailed to:

City of West Palm Beach
Procurement Division
Josephine Grosch, Sr. Purchasing Agent
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS Quote# 15-16-Q317 – Industrial Hygiene Services

By: [Signature]
Frank Hayden
Procurement Director

Publish: May 26, 2016 Procurement Website
May 29, 2016 Palm Beach Post
1. PURPOSE AND INTENT

The intent of this Request for Quote (RFQ) is to obtain the most cost effective Industrial Hygiene Services as required by the City of West Palm Beach for City-owned facilities or maintained properties and any other agencies and entities that City provides services for (collectively, the “City”) while maximizing the quality and level of services. The industrial hygiene services including but not limited to indoor air quality assessment, asbestos assessment and abatement, mold assessment and remediation, lead assessment and abatement and fuel tank remediation.

The quotation is being issued to establish a firm fixed price contract for the necessary labor, materials, transportation, equipment, tools and laboratory testing to provide industrial hygiene services.

The City intends to contract with one or more firms. All services will be performed on an as needed, basis. The City makes no guarantee of work quantity.

2. QUALIFICATIONS

A. Licenses

The firm must hold appropriate license, permits, and insurance to operate in the State of Florida. Submit a copy of all required licenses and permits.

The firm(s) must employ licensed Asbestos Consultant(s), Certified Industrial Hygienist(s) (CIH), Lead Abatement Supervisor(s), Professional Engineer(s), and Registered Geologist(s), as appropriate for the services to be provided.

B. References and Work Experience

Respondent must provide a minimum of three (3) client references, preferably government agencies, to which the respondent has provided services similar in scope and complexity within the past two (2) years.

Respondent shall submit the following information for references. Provide the name, city, and point-of-contact’s email address. The reference contact person must be someone who has personal knowledge of the Respondent’s performance. The contact person must have been informed that they are being used as a reference and that the City may check references. Poor references provided for the Respondent shall be cause for disqualification of quote. See Form (B4) Reference.

C. Qualifications of Staff

Provide the names of individuals, who will be assigned to the contract, if awarded to respondent, and include their licenses, resumes and expand on their experience in the area they will be serving.

3. SCOPE

All work must be performed in compliance with all Federal, State, and Local regulations, as well
as, City accepted industry standards. The scope of work shall include, but not be limited to:

**Indoor Air Quality Assessment**

- Preparation of assessment reports and completion of indoor air quality investigations;
- Indoor air quality sampling and monitoring;
- Recommendation of appropriate remedial activities and corrective actions;
- Indoor air quality remediation supervision;
- Ability to testify at legal proceedings;
- Ability to interpret medical evaluations and the relationship to indoor air quality complaints;
- Ventilation assessments;
- Determination of the nature and the source(s) of indoor air contaminants, through chemical, physical and biological parameters;
- Have staff or available sub-firms to perform corrective actions that would be all encompassing, including HVAC and laboratory services.

**Asbestos Assessment and Abatement**

- Asbestos abatement design and coordination;
- Asbestos abatement supervision;
- Preparation of abatement reports;
- Compliance monitoring;
- Ability to testify at legal proceedings;
- Facility surveys in accordance with the Asbestos Hazard Emergency Response Act (AHERA) Title 40 CFR § 763.86, to include degree of hazard, amounts and locations of Asbestos Containing Material (ACM);
- Asbestos management plan development and update;
- Sampling and analysis for bulk and air samples;
- Final project inspection, closeout and certifications for submission to the City, as well as, any applicable Federal, State and County authorities;
- Assurance that all applicable Federal, State and Local regulations are adhered to;
- Have staff or available sub-firms to perform corrective actions that would be all encompassing, including laboratory services.

**Mold Remediation**

- Development of mold remediation work plans;
- Ability to testify at legal proceedings;
- Provide assurance that bioremediation activities are adhered to in accordance with current industry standards, to include monitoring abatement firm activities and performing air monitoring to ensure proper work techniques are being followed (reference document – Environmental Protection Agency (EPA) publication 402-K-01-001 Mold Remediation in Schools and Commercial Buildings);
- Mold/mildew remediation project administration;
- Development of project closeout reports for submission to the City;
- Conduct viable fungal and non-viable spore air sampling in accordance with the EPA “Emergency Protocol for Water Intrusion”;
- Have staff or available sub-firms to perform corrective actions that would be all encompassing, including laboratory services, mold remediation, drywall repair, painting and general clean-up; as well as, work connected with those activities including, but not limited to, plumbing, electrical, carpentry, and furniture moving and storage.
**Lead Assessment and Abatement**

- Preparation of assessment reports, including abatement recommendations;
- Lead abatement project design and coordination;
- Lead abatement supervision;
- Compliance monitoring;
- Ability to testify at legal proceedings;
- Suspect lead based paint sample collecting and testing in accordance with HUD “Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing”;
- Assurance that all applicable Federal, State and Local regulations are adhered to.
- Final project inspection, closeout and certifications for submission to the City, as well as, any applicable Federal, State and County authorities;
- Provide waste stream classification as hazardous or solid waste in accordance with EPA Resource Conservation and Recovery Act (RCRA) regulations, Title 40 CFR § 261.11;
- Assurance that all Lead Based Paint (LBP) activities are completed in accordance with EPA Title 40 CFR § 745.227;
- Have staff or available sub-firms to perform corrective actions that would be all encompassing, including laboratory services.

**Fuel Tank Remediation**

- Preparation of assessment reports, including abatement and/or remediation recommendations.
- Emergency response.
- Fuel spill, chemical spill, sewage spill or oil spill cleanup and spill response.
- Monitoring well installation.
- Drilling.
- Laboratory testing.
- Well abandonment.
- Recovery wells
- Storage tank remediation and pollution removal.
- Corrective action plans.
- Phase I ESA, Phase II ESA, or Phase III ESA services.
- Regulatory and voluntary cleanup program consulting.
- Oil spill contingency planning, spill control and spill containment.
- Environmental consulting, environmental services consulting and expert witness services.

The awarded respondent(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the City.

**DEMOLITION AND DEBRIS REMOVAL:** The firm shall be responsible to remove all their debris from the site and clean effected work areas. The firm shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City representative, shall remove such debris and materials from City property. The firm shall leave all affected areas as they were prior to beginning work.

**POTENTIALLY HAZARDOUS MATERIALS:** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person’s health, a Material Safety Data Sheet (MSDS) must be submitted to the Risk Management Division, for approval, prior to use on any work under this contract.
4. TERM OF CONTRACT

A. Contract Period: The contract shall be for a period of thirty-six (36) months with the option to renew for two (2) additional twelve (12) month periods. Option to renew is at the sole discretion of the City. Annual renewals shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the entire term of the contract. For the purpose of re-quoting, the contract may be extended at the City’s option on a month to month basis. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

B. Contract Amendment: The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

5. TERMINATION

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Firm shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

6. INSURANCE REQUIREMENTS

The Company shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Company and shall include coverage for towing and storage. The policy shall be effective throughout the period that the company is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

A. Commercial General Liability: The minimum amount of coverage shall be $1,000,000 per occurrence with an aggregate of no less than $2,000,000.

B. Automobile Liability: The minimum amount of coverage shall be $1,000,000, Combined, Single Limit for Bodily Injury and Property Damage Liability.

C. Worker’s Compensation Insurance: Worker’s compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker’s Compensation Law. Employer’s liability insurance must be maintained in an amount not less than $500,000.

D. Professional Liability or Errors and Omissions: Not less than $2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed
$50,000.00 for written agreements or contracts with the City with a value of less than $1,000,000; and $100,000 for contracts with a value of $1,000,000 or more.

The insurance coverage required shall include those classifications that are listed in standard liability manuals, which most nearly reflect the operations of wrecker operators.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

The Company shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

7. EMERGENCY SUPPORT

It is hereby made a part of this request for quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Respondent agrees to provide all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Respondent shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

In the event of a disaster, work will be given to the respondent(s) first available to respond.

Funds for services under the resulting contract may be derived from federal grants and therefore the successful firm(s) must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

8. FEMA CONTRACT PROVISION

In the event of a hurricane or emergency, the City may seek federal assistance from FEMA to pay costs associated with the emergency, including the costs paid under your contract for emergency services. FEMA will only provide funding for contracts which include the required FEMA contract provisions.

Enclosed please find a FEMA Contract Provision (Attachment A). This FEMA Contract Provision will only be applicable if your services are utilized in response to a hurricane or other emergency.
Industrial Hygiene Services

GENERAL TERMS & CONDITIONS

1. PRICE/ACCEPTANCE/DELIVERY

Time is of the essence and the delivery time specified must be adhered to. Should the successful respondent, to whom the contract is awarded, repeatedly fail to deliver on or before the specified time, the City reserves the right to CANCEL the contract. If the successful respondent shall be delayed in the delivery by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the period herein specified for delivery shall be extended by such time as shall be approved by the Procurement Official.

2. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful respondent. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

3. EEO STATEMENT

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

b. The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Invitation for Quote.

c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.

d. This Invitation for Quote shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, quote document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

5. PROTECTION OF PROPERTY

The successful respondent shall at all-time guard against damage or loss to the property of the City of West Palm Beach or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of West Palm Beach may withhold payment or make
such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to
property through negligence of the successful respondent or their agents. The contractor shall be
responsible to safeguard all of their property such as tools and equipment while on site. The City of
West Palm Beach will not be held responsible for any loss of contractor property due to theft or
vandalism.

6. DAMAGE TO PERSONS OR PROPERTY

The responsibility for all damage to person or property arising out of or on account of work done
under this Contract shall rest upon the Contractor, and he/she shall save the City and political unit
thereof harmless from all claims made on account of such damages.

7. CHARACTER OF WORKMEN AND EQUIPMENT

All workers provided by the contractor for work hereunder, shall be the best available for the kind of
work performed. Any person employed by the Contractor whom the Procurement Official or designee
may deem temporarily or permanently incompetent or unfit to perform the work, shall under written
instruction of the Procurement Official be removed from the job, and shall not again be employed
under this contract.

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Respondent certifies that all material, equipment, etc., contained in this quote meets all OSHA
requirements. Respondent further certifies that, if he is the awarded vendor, and the material,
equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect
on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the
aforementioned requirements shall be borne by the vendor.

9. PAYMENT

The City will make payment after services have been performed and commodities received, accepted
and properly invoiced. Invoices must bear the purchase order number.

10. FLORIDA PROMPT PAYMENT ACT

A. Proper Invoice: For purposes of billing submission and payment procedures, a “proper
invoice” by a contractor, vendor or other invoicing party shall consist of at least all of the
following:

1) A description (including quantity) of the goods and/or services provided to the
City (or a party on behalf of the City) reasonably sufficient to identify it (or them); the
amount due, applicable discount(s), and the terms thereof;

2) The full name of the vendor, contractor or other party who is supplying the
goods and/or services including a mailing address in case of a dispute and a mailing
address for payment purposes (if they are different) and a telephone number;

3) The Purchase Order or Contract number as supplied by the City; and an
identification by Bureau, Office or Department of the party(ies) to whom the goods
were delivered or services provided.

4) All invoices, in order to be classified as a proper invoice, shall be delivered to
Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis
Street, P.O. Box 3366, West Palm Beach, Florida, 33402.

5) Finally, in addition to all of the above, in order to be considered a proper
invoice, it must be based on a proper delivery, installation, or provision of the goods
and/or services to and acceptance by the City (or party on behalf of the City); the
vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

6) **Dispute Resolution:**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department, Office or Bureau which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating the nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

11. **RIGHT TO TERMINATE**

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

The Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's department performance standards. In the event the successful respondent violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such respondent of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the respondent for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

12. **CITY AS GATEKEEPER OF DOCUMENTS**

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the respondent to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the respondent should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

13. **LOBBYING PROHIBITED**

As to any matter relating to this RFQ, respondents or anyone representing a quote are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this RFQ. For purposes of clarification, a team’s representative shall include, but not be limited to, the team’s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent.

The “No Lobbying Condition” is in effect from the date of publication of the RFQ and shall terminate at the time the City executes the contract, rejects all quotes, or otherwise takes action which ends the
14. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All respondents submitting a response to this Invitation for Quote agree that such response constitutes a quote to all political entities in the State of Florida, under the same conditions, for the same prices and the same effective period as this quote, should the respondent feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of the City of West Palm Beach, Florida, to re-quote any or all items.

15. SUBCONTRACTING

If a contractor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with the Quote Proposal. **The City reserves the right to reject a quote of any respondent if the quote names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award.** The City reserves the right to make determination as to the foregoing.

16. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Procurement Official or designee.

17. INDEMNIFICATION

Respondent agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Respondent’s performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Respondent in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Respondent. This indemnification includes, but is not limited to, the performance of this Agreement by Respondent or any act or omission of Respondent, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Respondent agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys’ fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Respondent under this indemnification provision. To the extent considered necessary by the City, any sums due Respondent under this Agreement may be retained by City until all of City’s claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Respondent to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City’s sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

18. CERTIFICATION, LICENSES AND PERMITS

Contractor must submit with quote a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County, or a current occupational license issued in the name of
the vendor shown on the quote proposal page. If awarded contract, contractor will be required to obtain an Occupational License for the City and for Palm Beach County in the name of the vendor shown on the quote proposal page. It shall also be the responsibility of the vendor to submit, prior to commencement of work, any and all permits required to complete this contractual service at no additional cost to the City. It is the responsibility of the successful respondents to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

19. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

20. LAWS TO BE OBSERVED

In the prosecution of this Contract, the Contractor shall exercise care to see that all Federal, State, county and Municipal Laws, ordinances or regulations are observed, both by himself and his direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

21. ANNULMENT OF THE CONTRACT

This contract, of which these specifications form an inseparable part, may be annulled by the City for the following reasons: a) failure on the part of the Contractor to supply equipment and personnel acceptable to the Procurement Official or his/her duly appointed representative; b) failure on the part of the contractor to observe the requirements of these specifications; c) failure on the part of the contractor to promptly remove defective equipment or incompetent personnel as may be directed by the Procurement Official.

22. NON COLLUSION

Respondent certifies that his quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

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

23. ON SITE INSPECTION

An inspector may be designated by the City through the Procurement Official. During the course of the project, the inspector will be responsible for assuring the proper execution of this quote by the successful contractor.

24. BANKRUPTCY/INSOLVENCY

At the time of submittal of quote, contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

25. INDEPENDENT CONTRACTOR RELATIONSHIP

The successful respondent(s) is and shall be, in the performance of all work, services and activities under the contract, and independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the respondent’s sole direction, supervision and control.
INSTRUCTIONS TO RESPONDENTS

To ensure acceptance of your quote, Respondents must comply with the following instructions:

1. HOW TO SUBMIT A QUOTE

a. **One (1) original, one (1) photo copy and one (1) electronic version** (on CD-Rom/Flash Drive, in MS Word or searchable PDF) of your quote must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Quote number, title, and date and hour quotes are scheduled to be received. Quotes shall be mailed or hand-delivered to:

   City of West Palm Beach - Procurement Division
   Josephine Grosch, Sr. Purchasing Agent
   401 Clematis Street, 5th Floor
   West Palm Beach, FL 33401.

b. Time is of the essence and any quote received after the closing date and time indicated on the cover of the Invitation to Quote, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Respondents are responsible for insuring that their quote is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Quotes submitted by telephone, telegram or facsimile shall not be accepted.

**AVOID QUOTE REJECTION:**
Quotes may be rejected for noncompliance to requirements after review by the Procurement Official.
All quotes must be submitted on the provided Quote form. Quote Form must be signed in ink by an officer authorized to bind the Respondent. All Forms must be fully completed. Failure to complete any form or provide the required signature may be grounds for rejection of the quote.

2. CLARIFICATION/INTERPRETATION AND ADDENDA TO THE QUOTE

No interpretation or changes to the meaning of the Quote will be made to any vendor orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the Quote and shall modify and become part of the Quote document.

Each Company is requested to register under the designated solicitation via the Procurement Department website in order to receive any addenda(s) to this RFQ:
http://wpb.org/procurement/quotes-solicitations/

All questions regarding this RFQ should be submitted under “Add a Question” section of designated solicitation and must be entered no later than **5:00 p.m., Monday, June 6, 2016.**

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning Procurement website, please contact:
Patricia Armstrong, Sr. Purchasing Agent
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Office: (561) 822-2100, Dir: (561) 822-2105
Fax: (561) 822-1564/ E-mail:parmstrong@wpb.org
2. COMPLETION OF QUOTE SUBMISSION PACKAGE
   a. It is the responsibility of the respondent to insure that all pages are included. All respondents are
      advised to closely examine this package.
   
   b. All quotes must be submitted on the provided Quote forms. Quotes submitted on Contractor
      Letterhead or quotation forms will not be accepted.
   
   c. All quotes must be typed or written in ink, and must be signed in ink by an officer or employee having
      authority to bind the company or firm. Failure to submit a duly signed quote shall be cause for
      rejection of the quote. Failure to submit an electronic copy/version of the provided quote
      tabulation shall be cause for rejection of the quote.

3. ERRORS/ERASURES/CORRECTIONS
   a. Quotes having erasures or corrections must be initialed in ink by the Respondent. If a correction
      is necessary, draw a single line through the entered figure and enter the corrected figure above it and
      initial the correction. Any illegible entries, pencil quotes or corrections not initialed may not be
      accepted.
   
   b. In the event of mathematical extension error(s), the unit price will prevail and the respondent’s total
      offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and
      the respondent’s total will be corrected accordingly.
   
   c. Respondents shall not be allowed to modify their quotes after the quote opening time and date. Quote
      files may be examined during normal working hours, after quote opening, by appointment only.

4. QUOTE PRICES
   All prices shall remain valid for ninety (90) days after the date of quote closing or other time stated in the
   Special Terms.
   
   Prices must be stated in the units specified on the Quote Form. Respondents may offer a cash discount for
   prompt payment; however, such discounts should not be considered in the unit price quote unless
   otherwise specified in special conditions.

5. RESPONDENTS RESPONSIBILITY
   Each respondent is required, before submitting their proposal, to carefully examine the invitation to quote
   specifications and to completely familiarize themselves with all of the terms and conditions that are
   contained within this quote. Ignorance on the part of the respondent will in no way relieve them of any of
   the obligations and responsibilities which are a part of this quote.

6. RESPONDENTS UNDERSTANDING
   Respondents shall make all investigation necessary to thoroughly inform themselves regarding the quote,
   including visiting the work site to ascertain by inspection pertinent local conditions such as location,
   character and accessibility of the site, availability of facilities, location and character of existing work within
   or adjacent thereto, labor conditions, etc. The City shall make available to all prospective Respondents,
   prior to the receipt of quotes, any available information that may be requested by Respondents. Any such
   data will be distributed to all prospective respondents as the best factual information available, without
   presumption of responsibility for its accuracy or for any conclusions that the respondent may draw
   therefrom. The Respondent shall accept the site or sites in their present condition.

7. NO LOBBYING
   Respondent and its representatives are prohibited from contacting or lobbying the Mayor, any City
   Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City
   related or involved with this Invitation to Quote. Respondent’s representatives shall include, but not be
   limited to, the Respondent’s employee, partner, officer, director, consultant, lobbyist, attorney or any actual
   or potential subcontractor or consultant of the Respondent. All oral or written inquiries are to be directed to
the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Respondent.

The “No Lobbying” condition is in effect from the date of publication of the RFQ and shall terminate at the time the City approves execution or executes the contract, rejects all quotes or otherwise takes action which ends the solicitation process.

8. CONFLICT OF INTEREST
All Respondents must disclose with their quote the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the respondent’s firm or any of its affiliates.

9. ETHICS REQUIREMENTS
No Respondent may employ, directly or indirectly, the mayor, any member of the city commission or any director or department heard of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a quote. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

10. EQUAL BENEFITS ORDINANCE
Section 66-9 of the City’s Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees’ spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees’ domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/quote as Attachment (B5).

11. SMALL BUSINESS PARTICIPATION.
The City’s Small Business Program is set forth in Sec. 66-221 of the City Code, and is incorporated into this ITB by this reference. Terms in this subsection shall have the meanings established in the Ordinance.

a. The small business participation goal for this RFQ is **15% of the total contract value**. The maximum small business goal for any construction project or construction management solicitation not subject to sheltering will be 15%. The goal shall be applied as a percentage of the total contract value to be assigned to small businesses.

b. Any Bid failing to meet the established small business goal shall be deemed non-responsive and shall be disqualified, except where the procurement official determines that such disqualification would not be in the best interests of the city under the particular circumstances.

c. The City may require additional information to ensure compliance with the City’s small business criteria; therefore please contact the City’s Small Business Office at (561) 822-2100 for further instruction for small business certification or certified list.

In accordance with the SB Ordinance, the SB Division has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Quote:

**STATEMENT OF SUBCONTRACTOR PARTICIPATION**

List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified**
SBs can be used to meet the established goal. See Form SB 02

12. PUBLIC ENTITY CRIMES.

Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a quote to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

13. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City’s procurement code, this Invitation to Quote may be cancelled and may or may not be re-quote when determined to be in the best interests of the City. Any or all quotes may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the quote of any Respondent who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of respondents. Any quote received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Quote, either before or after selection of a respondent, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful respondent to this Invitation to Quote shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, quotes may be considered irregular and may be rejected if the quote: 1) does not strictly conform to the requirements of the Invitation to Quote; 2) is incomplete; 3) any Quote Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) quotes is in excess of the approved budget for the project.

14. SELECTION OF RESPONDENT WITH WHOM TO CONTRACT

Pursuant to the City’s Procurement Code, the selection of a respondent with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the quote in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the quote.

15. AWARD

The City of West Palm Beach may elect to contract with one or more Contractors. All decisions of the City are final.

16. POSTING OF AWARD TABULATIONS

The selected respondent will be notified in writing of the City’s intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

17. CONTRACT

City and Respondent will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected respondent, the City reserves the right to select the next “best value” Respondent based on the quote tabulation and to contract with said respondent.

18. PREPARATION COSTS

All costs incurred by any party in responding to this Invitation to Quote are the sole responsibility of the Respondent. Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this invitation to quote.
19. PROTEST PROCEDURE
Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Purchasing Ordinance No. 3776-04. Protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.
City of West Palm Beach

QUOTE PACKAGE COVER SHEET

RFQ No. 15-16-Q317  Project Title: Industrial Hygiene Services

Respondent Company Name:

Enclose the following documents:

_____ 1. Quote Package Cover Sheet. (B1)
_____ 2. Quote Disclosures (B2)  Must be signed
_____ 3. Fee Schedule (B3 & B3-1)  Must be signed
_____ 4. References (B4)
_____ 5. Drug Free Workplace Form (B5)
_____ 6. Statement of Small Business Participation (SB 02)
_____ 7. Equal Benefits Certification (B6)
_____ 8. Business/ Occupational License (please attach a copy)

Clearly mark the outside lower left corner of the Envelope with the Invitation to Quote number and title, and the Date and Time for the quote closing deadline.

Submit One (1) original, one (1) photo copy and one (1) electronic version (on CD-Rom/Flash Drive, in MS Word or searchable PDF) of your Quote package.

AVOID QUOTE REJECTION:
All quotes must be submitted on the provided Quote forms (B1 – B6 & SB 02).
Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Respondent.
All Forms must be fully completed.
Industrial Hygiene Services

Quote Disclosure

RFQ No. 15-16 – Q317

Quote of: ____________________________________________________________

(Respondent Company Name)

The undersigned Respondent hereby declares that:

1. This quote is made in good faith, without collusion or fraud and is fair and competitive in all respects.

2. The Respondent has carefully and to his full satisfaction examined this Request for Quote and Respondent has read all issued addenda issued.

3. Respondent furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another respondent and the check, bond, or other security accompanying his quote and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

4. The following officer, director or agent of the Respondent is also an employee of the City of West Palm Beach:

   Name          Address
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

5. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Respondent or its affiliates or subsidiaries:

   Name          Address
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

6. Respondent and all affiliates and suppliers have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Quote.

7. Respondent acknowledges that ADDENDA NO(S). ______________________ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Respondent.

8. By signing and submitting this Quote, Respondent represents that all Quote Forms are fully complete and accurate.

9. Respondent acknowledges that the Quote may be rejected if all Quote Forms are not fully
complete, not accurate or if forms are not signed by properly authorized signatures where required.

Respondent Company Name: _______________________________________________________________

Business Address: (Street, City, State, Zip Code) __________________________________________
___________________________________________________________________________________

State of Incorporated: ______ Telephone:___________________ Email:___________________

RESPONDENT:

_________________________________________________________
Signature of Official authorized to bind Respondent.

Print Name:____________________________________________

Title: __________________________________________________

Date:___________________________________________________

Failure to fully complete and sign this Quote Disclosures Form may result in rejection of the Quote.
Industrial Hygiene Services

FEE SCHEDULE

See Attached MS Excel File or PDF File.
Name of Company: ____________________________________________________________

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: ____________________________ Title: ____________________________

Address: ________________________________________________________________

______________________________________________________________________

Telephone: _____________________ Ext._________ Fax: _______________________

Email: _________________________________________________________________

Ordering Contact Person (if different from above):

Please provide the following information about where the City should direct orders.

Name: ___________________ Print Name _________________ Title _________________

Phone: _____________________ Ext._____________ Email: _________________________

24/7 Emergency Phone Number ______________________________________________________________________________________

Business/Occupational License No. __________________ (Attach Copy)

Any Applicable License(s):

License Type  License No.  (Attach Copy)

______________________________________________________________________

______________________________________________________________________

Is Company certified as a Small Business with the City or Palm Beach County?  ____ Yes  ____ No

FEIN  Number:______________________________ (Required)  Attach Copy of W-9
REFERENCES for: ____________________________________________________________

(Respondent/ Company Name)

Respondent must provide a minimum of three (3) client references, preferably government agencies, to which the respondent has provided services similar in scope and complexity within the past two (2) years.

The reference contact person must be someone who has personal knowledge of the Respondent’s performance. The contact person must have been informed that they are being used as a reference and that the City may check references. Poor references provided for the Respondent shall be cause for disqualification of quote.

1. Firm Name  ____________________________________________________________
   Contact ____________________________________________________________
   Title ___________________________ City, State ____________________________

   Phone ________________________ E-mail ____________________________

   Services Period: From_______________  To ______________________

2. Firm Name  ____________________________________________________________
   Contact ____________________________________________________________
   Title ___________________________ City, State ____________________________

   Phone ________________________ E-mail ____________________________

   Services Period: From_______________  To ______________________

3. Firm Name  ____________________________________________________________
   Contact ____________________________________________________________
   Title ___________________________ City, State ____________________________

   Phone ________________________ E-mail ____________________________

   Services Period: From_______________  To ______________________
DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that_________________________________________does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under quote, the employee will aquote by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_________________________  ______________________
Proposer’s Signature        Date
Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer’s Name: ____________________________________________________________
Preparer’s Name: ___________________________ Title ____________________________
ITB or RFP Title: ___________________________ Project Number: __________________________
ITB or RFP Number: ___________________________ SB Goal (if established): _______ %
Total Base Project/Contract Amount: $ ____________________________

SECTION II. Small Business Participation
The firm(s) listed below have agreed to participate in this project or contract.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Item Description or Work/Service to be performed</th>
<th>Dollar Value</th>
<th>Percent of Dollar Value/Base Bid</th>
<th>Percent of Dollar Value Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>$ ___________</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>$ ___________</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
<td>$ ___________</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>6.</td>
<td>TOTAL</td>
<td>$ ___________</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Preparer’s Signature: ___________________________ Date: ______________
This form must be completed and submitted with your firm’s submittal / proposal / bid.

**Equal Benefits Ordinance.** Section 66-9 of the City’s Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees’ spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees’ domestic partners.

Check only one box below:

- **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City’s Code of Ordinances by providing benefits to employees’ domestic partners equal to those benefits provided to employees’ spouses and dependents; or

- **2.** The firm does not need to comply with Sec. 66-9 of the City’s Code of Ordinances because of an allowable exemption: (Check exemptions that apply):
  - The firm’s price for the contract term awarded is $50,000 or less.
  - The firm employs less than five (5) employees.
  - The firm does not provide benefits to employees’ spouses nor employees’ dependents.
  - The firm is a government entity.
  - The contract is for the sale or lease of property.
  - Compliance would violate grant requirements or regulations of federal / state law.
  - The contract is an emergency procurement or necessary to respond to an emergency situation.

- **3.** The firm does not comply with Sec. 66-9 of the City’s Code of Ordinances and does not have an allowable exemption.

I, ______________________________________, ______________________________________ (Print Name of Authorized Officer) (Title)

of ________________ ____________________________________________________________________________ (Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: ________________________________

STATE OF ______________________________

COUNTY OF __________________________

Sworn to and subscribed before me this ______ day of ________________, 20____, by ____________________________, as an act of __ ________________________________ (firm), who is personally known to me or produced the following identification: ________________________________.

Notary Signature: ________________________________

Print Notary Name: ________________________________

Commission No. ________________________________
FEDERAL REQUIRED CONTRACT PROVISIONS.
FEMA – Non-Construction

A. Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Invitation to Quote, the Federal Requirements will govern and prevail.

C. Contract Award. The contract will be awarded on the basis of the lowest responsive quote submitted by a respondent meeting the requirements of the Invitation to Quote.

D Non-Discrimination

During the performance of the contract, the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

E Civil Rights

The following requirements will apply to the awarded contract and any sub-contracts:


(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) Instructions for Certification – Prime Contractor:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

b. The inability of a person to provide the certification set out 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 a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. 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 department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. 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.

g. 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.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f 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 or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

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

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

b. Have not within a 3-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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

(2) Instructions for Certification - Subcontracts:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

b. 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.

c. 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 by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "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 those regulations.

e. 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.

f. 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.

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

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
-- Subcontracts and Purchase Orders:

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.

* * * * *

H. Certification Regarding Use of Contract Funds for Lobbying

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

(1) The prospective participant certifies, by signing and submitting this quote or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

b. 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 Federal 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 Form to Report Lobbying,” in accordance with its instructions.

(2) 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 31 U.S.C. 1352. 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.

(3) The prospective participant also agrees by submitting his or her quote or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
I. **Access to Records**
   (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
   (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than three (3) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. **No Obligation by the Federal Government**
   (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
   (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.