



RFP ADDENDUM #2
Solicitation No. PBCHA-RFP-2023-19

DATE: January 2, 2024

TO: All Prospective Respondents

RE: **Request for Proposals for Construction Management and General Contracting Services**

The following additions and/or modifications to the Request for Proposals (RFP) posted to the PBCHA website, on December 11, 2023, will become part of the Construction Management and General Contracting Services. The RFP closing date has changed to Tuesday, February 6, 2024, at 2:00 p.m.

1. Pre-proposal Meeting Minutes Transcript
2. Questions and Answers

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of PBCHA.

Sincerely,

LaQuavial Pace
Contracts and Procurement Manager

Return of this Addendum is not mandatory; however, the Respondent is responsible for its contents and is requested to sign and submit this Addendum with its response to the RFP.

ACKNOWLEDGED:

For: _____
(Company Name)

By: _____

Date: _____



PRE-PROPOSAL CONFERENCE MEETING MINUTES

1. The pre-proposal conference was held on Tuesday, December 19, 2023, at 2:00 p.m. at 3333 Forest Hill Blvd., West Palm Beach, FL 33406.
2. All proposals are due by January 16, 2024, at 2:00 p.m. Please include signed addendums with your proposal submittal. We will not accept late proposals.
3. Ms. Pace provided a brief overview of the purpose of the solicitation and the agency's background. Ms. Pace advised all attendees to read the scope of work in its entirety to get a clear and concise understanding of PBCHA needs. If there is any change to the solicitation, we will issue an addendum that will reflect all amendments. All addendums are posted on our website at www.pbchafl.org and DemandStar when issued.
4. Davis Bacon. Please be advised that Davis Bacon applies, please see attachment R.
5. All question pertain to this solicitation must be in writing and emailed directly to procurement@pbchafl.org. You should not direct any questions to PBCHA Board of Commissioner, or any of PBCHA Staff.
6. Permits. The contractor shall obtain all necessary permits (if applicable), for work requested by the Contract Administrator or authorized PBCHA representative. Copies of all permits will be provided to the PBCHA Contract Administrator or authorized PBCHA representative, prior to beginning any work. The Contractor shall schedule all necessary inspections required by Federal, State and Local codes, with the appropriate code enforcement staff and notify the PBCHA Contract Administrator or authorized PBCHA representative of inspection results and provide copies of the inspection report in writing.
7. Debris Removal. The contractor shall be responsible for the clean-up and disposal of debris and other contaminants in a proper and legal manner. Environmental guidelines shall be followed in disposing of debris and contaminates. The contractor agrees to leave the job site in a clean and orderly condition and to allow PBCHA to inspect all work to ensure it meets with PBCHA's approval. Disposal of debris on site is prohibited in PBCHA dumpsters and trash bins.
8. Unauthorized Personnel. Neither contractor nor his/her personnel shall permit any other individual to have access to the unit, rooms, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on PBCHA property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the contract.
9. Reservation of Rights. The PBCHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by PBCHA to be in its best interest. The PBCHA reserves the right not to award a contract pursuant to this IFB or award a contract to more than one Bidder/Professional if it deems it is necessary to do so. The PBCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.



10. Work Site Damages. Please report any and all work site related damage to a PBCHA Representative. Contractor shall be responsible for any damage by his/her company during the course of completing work to any building or structure and shall repair to match existing materials or surfaces to the satisfaction of the PBCHA's representative. The contractor shall at his/her own expense replace any materials damaged to an extent that they cannot be restored to their original condition. The contractor shall be responsible and liable for injury to any life or property during the course of their work.

11. Advertising. The Contractor shall not use any indication of its services to PBCHA for commercial or advertising purposes without prior approval from PBCHA.

12. Audit. The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the state of Florida, whichever is sooner. PBCHA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

13. Availability of Funds. It is understood and agreed between the parties herein that PBCHA shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

14. Debarment. Palm Beach County Housing Authority will perform a debarment search on the HUD Limited Denial of Participation List and the System for Award Management website to ensure your firm is in good standing.

15. Payment. Please read this section in its entirety. PBCHA is a net (30) thirty company. The payment due date is based on the date a correct invoice is submitted to the Accounting Department for payment.

16. Test and Inspection. PBCHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

17. Contract Term. The PBCHA anticipate that it will initially award a contract for a period of two (2) years with options to extend with three (3) one (1) year renewals for a maximum term of five (5) years.

18. Renewal of Contract. Contract renewal is based on workmanship and performance. If you have completed a successful two years and PBCHA elects to renew your contract. The PBCHA will issue you a renewal notice and letter of renewal.

This contract may be renewed by the Palm Beach County Housing Authority (PBCHA) for (two years)/(3 successive one-year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Contractor's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

19. Changes to the contract. All changes to the contract shall be done in the form of a written change order and must be sign by both parties. Please read this section carefully.



20. Termination for Cause and Termination for Convenience. Please read both sections in their entirety for a full understanding of the contract clause.

21. Insurance. You must have insurance at contract signing. The PBCHA will give 10 days to provide insurance after issuance of notice of intent to award.

22. Announcement of award. Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, PBCHA will publicly post such notice on its website www.pbchafl.org for a minimum of 10 days.

23. Drug-Free and Smoke-Free Workplace. The PBCHA is a drug-free and smoke-free campus.

Drug-Free Workplace. During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, of/or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees place by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Smoke-free Workplace. PBCHA "smoke-free" policy bans the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy also extends to all outdoor areas up to twenty-five feet from the public housing and administrative office buildings. Contractors and all personnel are prohibited from the use of any prohibited tobacco products on PBCHA property.

24. Nondiscrimination of Contractors. Please read this section in its entirety.

25. Personnel.

1. The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of PBCHA, nor shall they have any contractual relationship with PBCHA. All commitments made by the Contractor in the Bid with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

2. All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or



permitted under State and local law to perform such services. The Contractor certifies that it will comply with PBCHA's request for the reassignment of any employee of Contractor performing the Required Services hereunder when PBCHA determines, in its reasonable opinion that such employee is not suited to work on this Contract.

3. The Contractor shall at all times conduct their work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the occupants of units/buildings, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

26. Minority Business Participation. Please read this section in its entirety.

27. Proposal preparation and submission instructions. Please read this section in its entirety.

1. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal must be submitted to PBCHA on or before closing date. Offerors must also include one digital copy on flash drive. Your original submission must include Page i submission cover sheet, with the original signature. Proposals received after this date and time will be rejected. Copies of this URFP are available electronically by visiting PBCHA's website www.pbchafl.org under doing business with Palm Beach County Housing Authority or by contacting the Contracting Officer via email at procurement@pbchafl.org.

Please ensure that your package is clear labeled and delivered to this address:

Palm Beach County Housing Authority
Attn: Rick Little, Director of Procurement
3333 Forest Hill Blvd
West Palm Beach, FL 33406

All proposals shall contain the following identification clearly marked on the outside of the sealed envelope or box:

Request for Proposals
For
Construction Management and General Contracting Services
Solicitation No. PBCHA-RFP-2023-19

28. Oral presentation. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to PBCHA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. PBCHA will schedule the time and location of these presentations. Oral presentations are an option of PBCHA and may, or may not, be conducted.

29. Evaluation criteria. Please read this section in its entirety.

30. Questions. All questions regarding this RFP must be emailed to procurement@pbchafl.org with the subject heading "Construction Management and General Contracting Services PBCHA RFP-2023-19

ADDENDUM #2 - RFP No.: 2023-19 Construction Management and General contracting Services



Questions”. The deadline for submitting questions is five (5) days prior to closing. All questions submitted will be answered no later than five (5) calendar days before the proposal submission deadline with copies to all who have registered. Registered respondents are those contractors that were in attendance at the Pre-proposal Conference or have contacted procurement by email to be added to the list of respondents.

31. Confidential material. Any confidential material submitted by a Respondent must be submitted in a manila envelope and clearly marked as such.

32. Incurring cost. PBCHA is not responsible for any cost incurred by any Respondent prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Respondent. All costs incurred in the preparation and presentation of Proposal shall be wholly borne by each Respondents.

All supporting documentation and manuals submitted with each Proposal would become the property of the Owner unless otherwise indicated by the Respondents at the time of submission.

33. Ineligible contractor/Debarment. Palm Beach County Housing Authority will perform a debarment search on the HUD Limited Denial of Participation and Voluntary Abstention List and the System for Award Management website to ensure your firm is in good standing.

34. Insurance Requirement. Please read this section in its entirety.

35. Licensing Requirement. Each Respondent and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required by Palm Beach County/Business Tax Receipt to perform in accordance with the contract scope of services herein. In addition, the Respondent shall comply with all laws, ordinances, and regulations applicable to the scope of services contemplated herein. The successful Respondent is presumed to be familiar with all Federal, State and Local laws, ordinances, codes rules and regulations that may in any way affect performance on the proposed management services contract.

Meeting Attendees

Ezra Saffold, All Site Construction

Jerold Parrott, ECF Engineering Consultants

Kati Cassiani, JIJ Construction Corp.

Margaret Quinn, PBCHA Capital Improvement Manager

LaQuavial Pace, PBCHA Contracts and Procurement Manager

Rick Little, Director of Procurement



QUESTIONS AND ANSWERS

Q1. Is there a bonding requirement for this project? If so, what is the bonding amount?

A1. Yes. 500K.

Q2. Do you have a budget for this project?

A2. No.

Q3. Who is responsible for the conceptual building and site design?

A3. The awarded contractor will be responsible for conceptual building and site design.