

**PBCHA Invitation for Bid PBCHA-IFB-2020-21
HVAC & Air Duct Replacement and Installation
Issue Date: **August 10, 2020**
Pre-Bid Conference: **August 17, 2020; 10:00 AM**
Closing Date and Time: **September 21, 2020; 3:00 PM****

This communication serves to apprise you of the above-mentioned Invitation for Bid (IFB) for HVAC & Air Duct Replacement and Installation. We invite you to respond to this IFB. Please review carefully all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

SEALED BIDS MUST BE MAILED, OR HAND DELIVERED TO THE APPLICABLE ADDRESS SHOWN ON PAGE 2 OF THE SOLICITATION. EMAILED OR FAXED BIDS WILL NOT BE CONSIDERED.

All Inquiries For Information Should Be Directed To:
LaQuavial Pace, Contracts and Procurement Manager
3432 W. 45th Street
West Palm Beach, Florida 33407
(561) 684-2160 x 107 (voice mail)
Email: lpace@pbchaf1.org

**PALM BEACH COUNTY HOUSING AUTHORITY
3432 W 45TH STREET
WEST PALM BEACH, FLORIDA 33407
PBCHA-IFB-2020-21**

Issue Date: August 10, 2020
Title: HVAC & Air Duct Replacement and Installation
Issuing Agency: Palm Beach County Housing Authority
3432 W 45th Street
West Palm Beach, Florida 33407

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

Quotations Will Be Received Until **September 21, 2020 – 3:00PM.** For Furnishing The Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To: LaQuavial Pace, Contracts and Procurement Manager at lpace@pbchaf1.org, Telephone Number: (561) 684-2160 x107.

IF QUOTATIONS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTATIONS ARE HAND DELIVERED, DELIVER TO: Palm Beach County Housing Authority, Procurement Department, 3432 W. 45th Street, West Palm Beach, Florida 33407.

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

Name and Address of Contractor:

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

NOTE: Changes to this IFB may be issued in the form of an addendum at any time prior to the due date and time for submitting bids. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax, or email). The Procurement Officer will send the addendum to any vendor who directly received a copy of the IFB from the Procurement Officer. Any vendor who did not directly receive a copy of the IFB from PBCHA is encouraged to visit PBCHA's web site regularly to learn of any changes to the solicitation (www.pbchaf1.org) and to contact the Procurement Officer to have their name added to the mailing list. PBCHA's purchasing regulations require each Bidder to submit a signed copy of the addendum to be included with the firm's response to the solicitation.

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I. **PURPOSE:** The intent and purpose of this Invitation for Bid is to solicit bids from responsible bidders for Replacement of Existing Air Conditioner Units and Air Ducts. The Palm Beach County Housing Authority and its affiliates is seeking the services of an experience HVAC technician to replace (32) plus Air Conditioner Units and replace A/C Ducts for (32) plus units.

II. **BACKGROUND:**

A. **OVERVIEW:** The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a five (5) member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”) through an Annual Contributions Contract (ACC), PBCHA owns and operates 428 public housing dwelling units, located in its 4 multi-family communities, including 42 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2,639 Section 8 Vouchers under the Housing Choice Voucher Program, 75 Mainstream 5-year Vouchers and 221 Housing Opportunities for Persons with Aids, owns 148 affordable (non-federally assisted) housing units and 6 NSP homes. SPECTRA Organization is an instrumentality of PBCHA.

B. Under Section 287.057, Florida Statutes, it is the intent of this solicitation to allow for cooperative purchasing. In addition, other local governments, school boards and other agencies serving local governments may have access to this contract(s). Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify PBCHA in writing of any such authorized users accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The contractor will provide annual usage reports for all users of the contract(s). Authorized users shall work directly with the Contractor and shall administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from PBCHA. PBCHA shall not be held liable for any costs or damages incurred by any other participating body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that PBCHA is not responsible for the acts or omissions of any user of the contract(s) and will not be considered in default of the agreement no matter the circumstances. Use of this Contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

III. SCOPE OF WORK: The Contractor shall provide all material, labor, supervision, tools, supplies and equipment necessary to provide full HVAC & Air Ducts Replacement and Installation services including all inspections, adjustments, tests, parts or component replacements.

Davis - Bacon Wage Determination applies – See Attachment I

This scope of work may change due to unforeseen issues that may occur or become apparent during the project. All install is required by the housing authority to be made using current construction standards, current construction codes, and using proper construction materials. All work to be performed that is not on this scope of work must be approved in advanced by Palm Beach County Housing Authority in the form of a change order.

Care must be taken during rehab for any possible mold issues that may be found in the indoor unit and ducts. At any time, mold is found to be present or possibly present, all work must stop. Palm Beach County Housing Authority must be immediately notified so proper assessment and remediation protocols can be developed and followed. There are no exceptions to this policy.

Areas of Work

Existing Split Air Conditioning System and Air Duct:

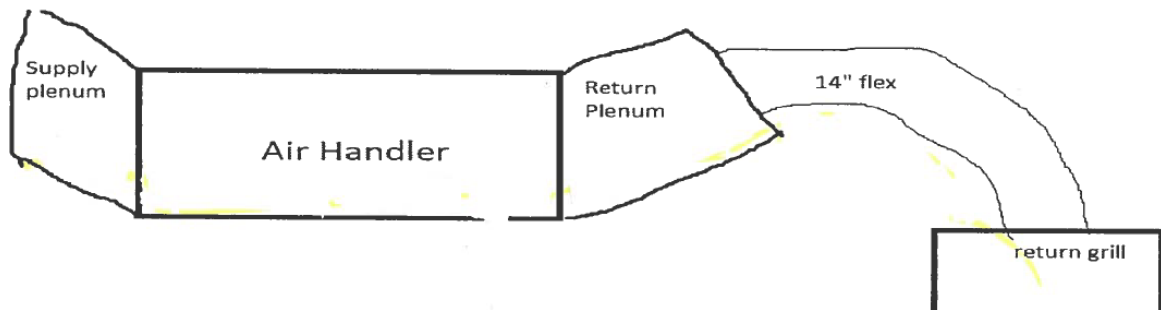
1. Shut down the units and turn off all electrical power to the units.
2. Properly recover and dispose of refrigerant per EPA guidelines.
3. Disconnect, de-pipe, detach and remove the existing indoor Air Handler Unit (AHU) and dispose of properly.
4. Disconnect, de-pipe, detach and remove existing exterior condenser unit and dispose of properly.
5. Check existing overflow pan and float valve. If neither is functional then remove and dispose of properly.
6. Check condensate drain lines and/or condensate pump for functionality. Make sure drain line is clear.
7. Check existing thermostat, recalibrate or replace if necessary.
8. Detach and remove the existing air ducts one (1) 14" flex, two (2) 6" flex, one (1) 4" flex, one (1) 7" flex, new supply and return plenum.

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New Split Air Conditioning System

1. Replace condenser contactor
2. Install the new 1.5 ton or 2.0 ton condenser unit onto the existing AC concrete slab. Anchor the unit to the concrete slab per the manufacturer's installing instructions. Air Conditioner Models (Carrier, Lennox, RUUD, Rheem and or equal to.) (Efficiency Rating 14 Seer).
3. Provide all new materials: 5kw heat strip, emergency drain pan, safety flow switches, condenser tie down and locking cap. The equipment should have at least 10-year warranty.
4. The condenser unit has to be attached to concrete slab with tie down.
5. Replace damaged concrete slabs.
6. Properly install a liquid-line filter-drier on the liquid line.
7. Provide and/or connect all necessary piping, electrical conduit and wiring controls, ductwork, condensate lines, insulations and necessary appurtenances for the outdoor Condenser unit. The insulation has to be painted for UV protection.
8. Install new disconnect box and make sure AC disconnect box is properly mounted to the wall and properly sealed/caulked.
9. Add the proper amount of R410A refrigerant to the system.
10. Protect all line sets with a proper coating.
11. Make sure the wall line set is sealed at the top and bottom.
12. Install new return, and supply plenum between return plenum and the return grill. It has to have a 14" flex. The plenum has to be installed like it shoes in the graphic chart with an inclination to avoid leaks.
13. When the supply duck has to be replaced, it needs to be upgraded to allow air flow up to 800 CFM. (Note: All apartments have restrictions due to air ducks being to small.)
14. Install new drip pan.
15. Install new Air Handler Unit (AHU) in attic. Secure new metal straps to attic truss when installing air ducts and AHU. Air Handler have to be relocated and Raise from actual level (to avoid issue happen before e.g. Water leak through the return grill and drain line clog.)

Plenum Installation Diagram



Disposal of Material

Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with local, State and Federal regulation. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form.

General Notes

1. Test the unit for proper operation and verify temperature differential at all registers. Provide written report with pictures of measurements.
2. If a permit is deemed to be required, the contractor is responsible for the procurement of permit.
3. All work to be done in compliance with all applicable Building, Electrical, Plumbing, and HVAC codes.
4. Provide all warranty's in writing for labor and manufacturer's warranties.
5. The contractor is responsible for maintain a safe and secure worksite.
6. The contractor is responsible for proper cleanup and disposal of all debris and packaging during the removal and installation work and at completion of job.
7. All material and equipment need to be inspected prior to installing for defects or damage.
8. The Contractor shall be solely responsible for furnishing all labor, materials, equipment, tools, transportation and supervision and for performing all work as required to complete the work of this project as described. The Contractor, sub-contractor or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.
9. Anticipated access to the unit.
10. Work must be completed by November 30, 2020.

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*******Close-Out Requirements and Documents*******

At Final Closeout, the Contractor must furnish required documentation as indicated below for approval. All final closeout package with missing documents and incomplete submittal will not be processed. Prior to the final closeout, Contractors should make sure that all documents are complete and ready for review to avoid unwarranted delays. Consult with the Project Manager if you anticipate delays with your package.

The Contractor shall ensure that the following documents have been completed or submitted in accordance with the contract:

1. Final Weekly Certified Payroll Reports for the Contractor and all Subcontractors.
2. All Contract Modifications, if any, shall have already been executed by the Contractor and approved by Authority.
3. Original copy of product warranties.
4. Provide warranty registration certification for each install.
5. Contractor's Letter of Warranty.
6. Contract's one-year workmanship warranty with original signature and commencement date the same as completion date of project.
7. Substantial Completion Punch List.

*******End of Close-Out Requirements and Documents*******

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IV. GENERAL REQUIREMENTS

A. **Pre-Bid Conference**: There will be a pre-bid conference for this Invitation For Bid (IFB) held Monday, August 17, 2020 at Banyan Club Apartments located at 2300 Banyan Lake Circle, West Palm Beach, FL 33415. It is the sole responsibility of the Bidder to inspect the PBCHA's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. Contractors should contact the persons identified in Table 1 above to make an appointment to gain access in order to inspect each facility before the bid is submitted. All these facilities are secure, and contractors will not be granted access without an appointment.

B. Bid Submission:

The bids shall be in a sealed envelope or sealed package and addressed as directed on Page 1 of the solicitation. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Invitation For Bid No. PBCHA-IFB-2020-21
Closing Date: September 21, 2020; 3:00 PM
Title: HVAC & Air Ducts Replacement and Installation
Offeror's Authorized Contact Person: _____
Telephone number of Contact Person: _____
Name of Procurement Officer: LaQuavial Pace

C. Pricing and Delivery:

Contractor must quote a firm, fixed price for all services in this IFB, which includes any travel associated with coming to the PBCHA. Failure to provide costs as requested in this IFB may deem your bid non-responsive. Contractor must bid on all items. Partial bids will not be considered.

PBCHA shall not be liable for any costs incurred by bidders in responding to this solicitation.

D. **Bid Documents**: The Contractor shall examine this bid carefully. Ignorance of this requirements will not relieve the Contractor from liability and obligation under the contract.

V. GENERAL TERMS AND CONDITIONS:

A. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the state of Florida and any litigation with respect thereto shall be brought in the courts of the Clerk & Comptroller, Palm Beach County. This contract is made, entered into, and shall be performed in the jurisdiction of the Palm Beach County, Florida. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall

procure any permits and licenses required for its business or the services to be provided by it hereunder.

B. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Offerors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. DEBARMENT STATUS: By submitting their bids, Offerors certify that they are not currently debarred by PBCHA, the state of Florida or the Federal Government from submitting offers or bids on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfer to all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the state of Florida, relating to the particular goods or services purchased or acquired by under said contract.

F. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

G. PAYMENT:

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) of the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.

This shall not affect offers of discounts for payment in less than 30 days, however.

All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Florida Fair Debt Collection Practices Act.

Unreasonable Charges. Under certain Invitation for Bid and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, PBCHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve PBCHA of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor (s) within seven (7) days of the contractor's receipt of payment from for the proportionate share of the payment received for work performed by the sub-contractor under the contract; or
- (2) To notify PBCHA and the sub-contractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the sub-contractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PBCHA.

H. **PRECEDENCE OF TERMS**: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Florida Public Bid Law and the HUD handbook 7460.8 Rev 2 shall apply.

I. **QUALIFICATIONS OF BIDDERS** PBCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to PBCHA all such information and data for this purpose as may be requested.

PBCHA reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. PBCHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

J. **TESTING AND INSPECTION**: PBCHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

K. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of PBCHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of PBCHA, which may be withheld by PBCHA in its sole discretion. The contractor shall be as fully responsible for acts and omissions of the contractor's subcontractor's and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.

L. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. PBCHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be

performed, the method of packing or shipment, and the place of delivery or installation.

The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give PBCHA a credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units or work performed, subject to 's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PBCHA with all vouchers and records of expenses incurred and savings realized. shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim, for an adjustment in price under this provision must be asserted by written notice to PBCHA within thirty (30) days from the date of receipt of the written order from. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

M. **INSURANCE:** By signing and submitting a bid under this solicitation, the Proposer certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the state of Florida. The contractor's insurance company will supply a Certificate of Insurance to listing the below required limits and the Certificate of Insurance shall name PBCHA as an additional insured.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require

any subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer.

Contractors who fail to notify PBCHA of increases in the number of employees that change their workers' compensation requirements under the state of Florida during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Automobile Liability (minimum) – \$1,000,000 combined single limit.
4. Commercial General Liability (minimum) - \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **PBCHA must be named as an additional insured and so endorsed on the policy.**
5. The Contractor shall indemnify, hold harmless and defend PBCHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
 - a) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
 - b) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
 - c) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or
 - d) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

N. **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 website (www.pbchafll.org) for a minimum of 10 days.

O. **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.

P. 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 25 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.

Q. NONDISCRIMINATION OF CONTRACTORS: An Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Proposer or contractor employs ex-offenders unless has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, service, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

R. 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 RFP 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.

S. **NO WAIVER**: No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every terms of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

T. **MINORITY BUSINESS PARTICIPATION**: The Contractor shall use its best efforts to comply with the commitment it has made in the Bid relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, "Disadvantaged Business Enterprises") in the performance of this Contract.

By executing this Contract, the Contractor accepts the right of PBCHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this Paragraph. The Contractor agrees to promptly submit reports to PBCHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. PBCHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. PBCHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this Paragraph on an annual basis.

VI. **SPECIAL TERMS AND CONDITIONS**:

A. **Notices**:

1. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, the contractor.
2. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

Palm Beach County Housing Authority
Procurement and Contract Administration
3432 W 45th Street

West Palm Beach, FL 33407
ATTN: LaQuavial Pace, Contracts and Procurement Manager

or to such representative or address as may designate in writing to the Contractor.

B. LIQUIDATED DAMAGES: Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect, or failure to stock spare parts or electronic/electrical components, or failure to comply with the provisions of this contract, or should the Contractor fail to respond with a qualified service man under the time frame indicated herein, the actual damages to the PBCHA for the delay will be difficult or impossible to determine. Therefore, it is mutually agreed that the PBCHA may withhold from the succeeding month's billing the sum of \$250 as liquidated damages for each failure to timely respond to a request for service for each twenty-four (24) hour period.

When an elevator remains disabled for a period in excess of seventy-two (72) hours, the actual damages to the PBCHA will be difficult or impossible to determine. Therefore, it is mutually agreed that the PBCHA may withhold from the succeeding month's billing the sum of \$150 as liquidated damages for each subsequent twenty-four (24) hour period of non-service.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amounts herein above set are not intended to be, nor shall be deemed to be, in the nature of a penalty.

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

D. 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.

E. 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.

F. **BID ACCEPTANCE PERIOD**: Any Bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

G. **CONFLICT OF INTEREST**: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Florida Public Bid Law s.112.311 of Florida Statutes), The Florida Communications Fraud Act (Section 817.034).

H. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless PBCHA, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

I. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

J. **RENEWAL OF CONTRACT**: This contract may be renewed by the Palm Beach County Housing Authority (PBCHA) for (one year)/ (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 Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the PBCHA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the PBCHA elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-U section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. **SAFETY STANDARDS**: All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation.

The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

L. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to PBCHA's satisfaction at the contractor's expense.

M. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

VII. **METHOD OF PAYMENT**:

The Contractor shall submit invoices to Accounts Payable upon completion of any other services by the 10th day of the month following the month in which the required Goods and Services were rendered. PBCHA may take a 2% discount from an invoice if payment can be made within ten (10) days from receipt of a valid invoice. Otherwise, PBCHA shall pay such invoices net thirty (30) days following receipt. All invoices shall clearly describe the work performed. PBCHA shall not be subject to payment of late fees or finance charges to the Contractor for its failure to timely pay invoices submitted by the Contractor hereunder. Invoices shall be sent to the following address:

Palm Beach County Housing Authority
Accounts Payable
3432 W 45th Street
West Palm Beach, Florida 33407

This space intentionally left blank.

VIII. ATTACHMENTS:

- A. Statement of Offerors Qualifications
- B. Non-Collusive Affidavit
- C. Certificate of Non-segregated Facilities
- D. Section 3 Clause and Minority Business Participation Commitment Form (Required)
- E. HUD-5370-C1- General Conditions of Non-Construction Contracts
- F. HUD 2992 Certification Regarding Debarment and Suspension
- G. Bid Form
- H. Wage Determination – Davis Bacon Wage Decision (Residential)

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ATTACHMENT A

Statement of Offerors Qualifications

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

1. Name of Proposer.
2. Permanent main office address, including City, State, Zip Code, Phone Number and Fax Number.
3. When organized?
4. If incorporated, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
11. Describe your experience in work similar in nature to this project. Provide a listing of at least three (3) current or recent accounts, either commercial or government (e.g., another public or housing project of similar dollar value) that your company is servicing, has serviced, or has provided similar services. Include a short description of the project, timeline, and dollar value. Also provide contact information including the company name, contact person name, telephone number and email address.

1. Project Description: _____
Timeline/Dates of Service: _____
Dollar Value: _____
Company Name: _____
Contact Person Name: _____
Contact Person Telephone Number: _____
Contact Person Email Address: _____

2. Project Description: _____
Timeline/Dates of Service: _____
Dollar Value: _____
Company Name: _____
Contact Person Name: _____
Contact Person Telephone Number: _____
Contact Person Email Address: _____

3. Project Description: _____
Timeline/Dates of Service: _____
Dollar Value: _____
Company Name: _____
Contact Person Name: _____
Contact Person Telephone Number: _____
Contact Person Email Address: _____

12. List the background and experience of the principal members of your organization including the officers.

13. You are required, upon request, to fill out a detailed financial statement and furnish any other information that may be required by the Palm Beach County Housing Authority (PBCHA). Do you agree to provide such information upon request?

14. Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters related to allegations of discrimination based on race, color, nationality, sex, or religion? If so, give full details.

15. Have you ever been accused of discrimination based upon race, color, nationality, sex or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by in verification of the recitals comprising this Statement of Offerors Qualifications.

Dated at this _____ day of _____, 20_____.

_____ (Name of Contractor)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

_____, being duly sworn, deposes and says he is

(Title)

of _____ and that the answers to the
(Name of Organization)

foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____

My Commission Expires _____

ATTACHMENT B
NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT
For Advertised Bids

State of _____)
County of _____)

_____, being first
duly sworn, deposes and says that:

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

(2) He is fully informed respecting the preparation and contents of the attached bid and of
all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

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

(5) The price or prices in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribed and sworn to before me
this ____ day of _____, 20____

My Commission Expires _____

ATTACHMENT C

CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date _____, 20_____

(Name of Bidder)

Official Address

By _____
Title _____

ATTACHMENT D

SECTION 3 CERTIFICATE OF COMPLIANCE

SECTION 3 CERTIFICATE OF COMPLIANCE

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation at Palm Beach County Housing Authority.

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

_____(Hereinafter called the Company),

CERTIFIES that upon being awarded a contract to _____ in the municipality of the City of West Palm Beach, Florida, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certificate of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name

Name and Title

Signature

Date

Minority Business and Section 3 Participation
Commitment Form

Project Name:

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

Minority Participation:

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

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

_____ **Percent ***

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

Section 3 Participation:

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

Definitions:

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

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

Income Table

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

<u>1 person</u>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$46,850	\$53,550	\$60,250	\$66,900
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$72,300	\$77,650	\$83,000	\$88,350

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

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

_____ **Percent ***

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

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

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

Firm’s Name

Name of Authorized Officer – printed

Date

Signature of Authorized Officer – signed

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

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

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

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

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

Name of Business _____

Address of Business _____

Type of Business: ___ Corporation ___ Partnership
 ___ Sole Proprietorship ___ Joint Venture

Attached is the following documentation as evidence of status:

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

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

For Business entity as applicable:

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

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

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

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

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

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

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(Attested by)

Date

Authorizing Signature
(Attested by)

ATTACHMENT E

HUD-5370-C1 GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS **SECTION I (WITH OR WITHOUT MAINTENANCE WORK)**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION HUD-2992

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

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

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

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Instructions for Certification (A)

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was 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.

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

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

PBCHA-IFB-2020-21
HVAC & Air Ducts Replacement and Installation

ATTACHMENT G

BID FORM

Bid Form

Having carefully examined the bid packet for the above referenced Project, for the Owner, the Palm Beach County Housing Authority, as well as the premises and conditions affecting this work and all other contract documents, I propose to furnish all labor, equipment, and materials necessary to complete the work.

Note: Bidder must include this proposal form with bid submittal. The number of replacement units and air ducts may increase after assessment of each property.

	<u>Fixed Price Per Unit</u>
1.5-ton HVAC Unit (1-bedroom apartment)	\$ _____
2.0-ton HVAC Unit (2-bedroom apartment)	\$ _____
<u>Banyan Club Apartments (Only)</u>	
Replacement of Air Ducts (1 BR)	\$ _____
Replacement of Air Ducts (2 BR)	\$ _____
	<u>Fixed Price Per Unit</u>
Additional Item: Concrete slab foundation	\$ _____

Contractors shall follow Florida Building Code requirements when pouring new concrete slab foundation.

Company Name: _____

Address: _____

By: _____ Title: _____

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

ATTACHMENT H

WAGE DETERMINATION – DAVIS BACON WAGE DECISION (RESIDENTIAL)

"General Decision Number: FL20200079 05/15/2020

Superseded General Decision Number: FL20190079

State: Florida

Construction Type: Residential

County: Palm Beach County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	05/15/2020

ELEC0728-002 03/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 32.63	12.23

ENGI0487-012 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 28.32	8.80
OPERATOR: Crane		

All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric

or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes...\$ 29.05
 Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice).....\$ 28.32
 OPERATOR: Oiler.....\$ 22.99

8.80
 8.80
 8.80

 IRON0402-002 01/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....\$ 23.69 12.70

 LABO1652-003 05/01/2018

Rates Fringes

LABORERS
 Plaster Tender.....\$ 22.05 7.27

 PAIN0452-008 08/01/2019

Rates Fringes

PAINTER, Includes Brush, Roller and Spray.....\$ 16.21 10.77

* SFFL0821-003 01/01/2020

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 29.18 19.75

 SHEE0032-008 12/01/2013

Rates Fringes

SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....\$ 19.33 14.39

 SUFL2009-118 06/08/2009

Rates Fringes

BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging.....	\$ 14.45	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 19.22	0.00
DRYWALL HANGER.....	\$ 15.69	0.00
FENCE ERECTOR.....	\$ 15.67	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 13.75	0.00
LABORER: Common or General.....	\$ 9.30	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Excavator.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 16.48	0.00
OPERATOR: Roller.....	\$ 10.58	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 25.00	1.17
ROOFER, Includes Built Up, Modified Bitumen, and Shake &		

Shingle Roofs (Excludes Metal Roofs).....	\$ 14.50	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 16.65	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"