



IFB ADDENDUM #1
Solicitation No. PBCHA-IFB-2024-05

DATE: February 28, 2024

TO: All Prospective Bidders

RE: **Invitation for Bids for Indoor Post Remediation Repairs (Re-bid)**

The following additions and/or modifications to the Invitation for Bids (IFB) posted to the PBCHA website, on February 12, 2024, will become part of the Indoor Post Remediation Repairs (Re-bid). The IFB closing date will remain the same Tuesday, March 12, 2024, at 2:00 p.m.

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

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

Sincerely,

LaQuavial Pace
Contracts and Procurement Manager

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

ACKNOWLEDGED:

For: _____
(Company Name)

By: _____

Date: _____



PRE-BID CONFERENCE MEETING MINUTES

1. The pre-bid conference was held on Wednesday, February 28, 2024, at 10:00 a.m. at 3333 Forest Hill Blvd., West Palm Beach, FL 33406.
2. All bids are due by March 12, 2024, at 2:00 p.m. Please include signed addendums with your bid submittal. We will not accept late bids.
3. Contract Terms. The term of this contract is for one year with a four (4) one-year optional renewal period.
4. Ms. Pace provided a brief overview of the purpose of the solicitation, the agency's background, and scope of work. Ms. Pace advised all attendees to read the scope of work in its entirety to get a clear and concise understanding of PBCHA needs. If there is any change to the solicitation, we will issue an addendum that will change the document/scope of work. All addendums are posted on our website and DemandStar when issued.
5. Occupied and unoccupied units. The contractor will be responsible for working in occupied and unoccupied units.
6. Reservation of Rights. The PBCHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by PBCHA to be in its best interest. The PBCHA reserves the right not to award a contract pursuant to this IFB or award a contract to more than one Bidder/Professional if it deems it is necessary to do so. The PBCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
7. Pre-Qualification. Please complete the pre-qualification form in its entirety. This form is required.
8. Bid Bond Requirements. Bid bond \$300K; we will notify contractor if it needs to be increased. Each proposal must be accompanied by a certified check in the sum of five percent (5%) of the amount of the bid, drawn upon a National or State Bank or Trust Company, payable to the order of the Palm Beach County Housing Authority, or bond from a surety licensed to practice business in the State of Florida with sufficient sureties in a penal sum equal to five percent (5%) of the bid, conditioned that bid is accepted, successful bidder will enter into a contract for the same and that he/she will execute such further security as may be required for the performance of the contract.

PERFORMANCE BOND: A separate Performance Bond, equal to one hundred percent (100%) the contract amount will also be required of the successful bidders, and the bond shall be from a surety licensed to practice business in the State of Florida, satisfactory to the Palm Beach County Housing Authority.

PAYMENT BOND: A separate Payment Bond, equal to one hundred percent (100%) the contract amount will also be required of the successful bidders, and the bond shall be from a surety licensed to practice business in the State of Florida, satisfactory to the Palm Beach County Housing Authority.

ADDENDUM #1 - IFB No.: 2024-05 Invitation for Bids for Indoor Post Remediation Repairs (Re-bid)

9. Debris Removal. The contractor shall be responsible for the clean up and disposal of debris and other contaminants in a proper and legal manner. Environmental guidelines shall be followed in disposing of debris and contaminants. The contractor agrees to leave the job site in a clean and orderly condition and to allow PBCHA to inspect all work to ensure it meets with PBCHA's approval. Disposal of debris on site is prohibited in PBCHA dumpsters and trash bins.

10. General & Supplementary Conditions. **Service Working Hours:** All work should be performed during regular working hours Monday – Thursday between the hours of 8:30 a.m. to 5:00 p.m., excluding holidays. **Work on Friday, Saturday and Sunday is strictly prohibited, except in an emergency.** If there is a need or an urgency to work on the weekend, please request your need in writing in advance.

11. Verification of Work. The PBCHA will verify work. The contractor's personnel shall check in with the Housing Authority Representative at each respective Palm Beach County Housing Authority site office during normal working hours prior to commencing work and check out after completing the work. This requirement applies to all work. The contractor is not authorized access to any unit, building or area without obtaining permission.

12. Next Lowest Bidder. In the event of default by the awardee, the Palm Beach County Housing Authority reserves the right to utilize the next lowest bidder as the new awardee. The next lowest bidder, if it wishes the award, shall be required to provide the bid items/services at the prices as contained on its proposal or bid for this specification.

13. Davis Bacon. Please be advised that Davis Bacon applies, please see attachment O.

14. Cancellation or Reschedule Service 24-hour Notification Required. Contractor may charge a fee to PBCHA for failure to have unit(s) ready for the scheduled service; and/ or failure to issue a notice of cancellation or rescheduling within 24 hours of the service. Equally, PBCHA can deduct the Call Back entered by the Contractor for Failure to provide a written or verbal 24 hr. Notice of Cancellation to PBCHA.

15. Background check. The Contractor and all Subcontractors shall be required to comply with the PBCHA security procedures and the PBCHA Contractor and Subcontractors Background Screening Requirements as follows:

- a. Contractors shall conduct background checks for all their employees working on PBCHA properties. Copies of completed background checks shall be delivered to the PBCHA Contract Administrator. The Notice to Award will not be issued, and no work may begin until background checks have been approved by PBCHA. Employees of the Contractor and any Subcontractor with criminal backgrounds may be prohibited from working on this or any other PBCHA projects.
- b. After work has commenced, any new employees of the Contractor or any approved Subcontractor added to the payroll must also comply with the PBCHA security background check requirements as stated above.



16. Bid Submission. The bids shall be in a sealed envelope or sealed package and addressed as directed below. The Bidder shall provide one (1) original bid and one (1) copy. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Invitation For Bids No. PBCHA-IFB-2024-05
Closing Date: March 12, 2024; 2:00 PM
Title: Indoor Post Remediation Repairs (Re-bid)
Offeror's Authorized Contact Person: _____
Telephone number of Contact Person: _____
Name of Procurement Officer: LaQuavial Pace

A public bid opening will be held on **March 12, 2024, at 2:10 p.m.**

17. Bid Prices. The bidder(s) must quote a firm fixed prices for services in this IFB. Bidder(s) can bid on single, multiple or all lots will be considered. Bid prices shall be firm fixed prices and shall not be amended after the time and date of the close of receipt of bids. Any attempt by the awardee to amend said bid prices shall constitute default as outlined in these specifications. The Housing Authority is exempt from all state and federal sales taxes.

Prices shall remain firm for one year. The contractor may request, in writing, a price adjustment for any renewal period, not to exceed the percentage change in the Consumer Index (CPI-U) for the Palm Beach County Metropolitan Area immediately prior to the renewal period.

PBCHA shall not be liable for any costs incurred by the bidder(s) in responding to this solicitation.

18. General Terms and Conditions. Please take time to review the General Terms and Conditions in its entirety.

19. Payment. Please read this section in its entirety.

20. Sub-contractors. If you wish to use a sub-contractor for this project, please be advised that they would have to adhere to the same requirements. Before using a sub-contractor, you must get prior approval from the PBCHA before engaging your sub-contractor.

21. Response time to service request. Time is of the essence for this project.

a. The Contractor receiving calls for service under this Contract shall respond within 24 hours after receipt of any call or email from PBCHA for scheduling.

b. In the event the Contractor under contract to PBCHA does not or is not able to respond within the above time parameters, PBCHA reserves the right to contact other contractors to obtain bids, issue Purchase Orders or enter into contracts.

22. Contract Award. Please review this section in its entirety.



23. Contract Term. The PBCHA anticipates that it will initially award a contract for a period of one (1) year with options to extend with four (4) one (1) year renewals for a maximum term of five (5) years.

1. Indefinite Quantities Contract (IQC) PBCHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB but will reserve the right to award work on an as-needed basis.

24. Change 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 an order and shall give PBCHA 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.

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

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

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

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

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

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

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

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

30. Personnel.

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

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

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

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

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

32. Special Terms and Conditions. Please read this section in its entirety.

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

34. 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.

35. Renewal of Contract. Contract renewal is based on work performance. If you have completed a successful first year and PBCHA elects to renew your contract. The PBCHA will issue you a renewal notice and letter of renewal.

36. Unauthorized Personnel. Neither contractor nor his/her personnel shall permit any other individual to have access to the unit, rooms, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on PBCHA property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the contract.

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

38. Quantities and Third-Party Claims. Please read both sections in their entirety.

39. 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
3333 Forest Hill Blvd.
West Palm Beach, Florida 33406

40. All question pertain to this solicitation must be in writing and emailed directly to procurement@pbchaf1.org. You should not direct any questions to PBCHA Board of Commissioner, or any of PBCHA Staff.

41. Offerors are required to submit One (1) original must be submitted to PBCHA on or before the closing date. Your original submission must include Page i submission cover sheet, with the original signature. Bids received after this date and time will be rejected. Copies of this for this IFB are available electronically by visiting PBCHA's website www.pbchaf1.org under doing business with Palm Beach County Housing Authority or by contacting the Contracting Officer via email at procurement@pbchaf1.org.

42. Attachments. We ask that you return all attachments. Where there are no signature requirements, we ask that you initial the bottom of each page to confirm you have read them in their entirety. All attachments are to be completed in its entirety, initialed, and signed.

43. Section 3 and Minority Business participation. It is important to our Board, so please pay attention to these sections of the solicitation. Section 3 participation is a part of HUD requirement when using federal dollars and is mandatory that we adhere to the requirements when awarding this contract. Palm Beach County Housing Authority can assist you with the Section 3 requirements if needed, after award of contract.

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

45. Question Period. Questions are to be submitted (5) days before the submittal deadline. The timeline for bid submission will not be extended automatically by asking a question.

Meeting Attendees

Santiago A. Castro, MTD Painting & Construction
Deric Smith, Supreme Roofing Construction
Kati Cassiani, JIJ Construction
Diane Wilson, PBCHA Director of Asset Management
LaQuavial Pace, PBCHA Contracts and Procurement Manager



QUESTIONS AND ANSWERS

Q1. Will the cost of the permit be supplemented on top?

A1. Yes. The PBCHA will provide a change order for SOW that require a permit to complete project.

Q2. What is the bid bond required amount?

A2. 5% of 300k

Q3. Are we required to submit a bid bond with a bid package?

A3. Yes.

Q4. Do we have a pre-construction meeting?

A4. Yes.

Q5. You want a price for square foot of what?

A5. Please reference the scope of work indicated on page 8.

Q6. Can signatures be electronic?

A6. No. Wet signature only.

Q7. Do we have to have a minimum of three (3) trucks?

A7. Yes. Due to the magnitude and value of this project. We need to ensure that three (3) units can receive repairs simultaneously.

Q8. Upon contract renewal. If we have a price increase on even one item, what do we do?

A8. 90 days prior to your contract renewal your firm can request a pricing increase. The PBCHA will compare your request against the consumer price index to ensure that it is comparable and reasonable.