



Procurement and Contract Administration
3333 Forest Hill Blvd
West Palm Beach, FL 33406
www.pbchaf1.org
Carol Jones-Gilbert, Chief Executive Officer

**PBCHA Request for Qualifications
Drywall and Painting Services
PBCHA-RFQ-2026-03**

Issue Date: Monday, February 23, 2026
Pre-proposal conference: Tuesday, March 3, 2025 @ 2:00 PM
Closing Date and Time: Tuesday, March 24, 2026 @ 2:00 PM EST

This communication serves to apprise you of the above-mentioned Request for Qualifications (RFQ) for Drywall and Painting Services. We invite you to respond to this RFQ. Please carefully review all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

All Inquiries For Information Should Be Directed To:
James Kijek, Director of Procurement
3333 Forest Hill Blvd
West Palm Beach, Florida 33406
Email: procurement@pbchaf1.org

TABLE OF CONTENTS

**PBCHA-RFQ-2026-03
Drywall and Painting Services**

SECTION	PAGE
I. Purpose	4
II. Background	4
III. Mandatory Proposal Components	5
IV. Scope of Services and Specifications	7
V. General Statement	13
VI. General Terms and Conditions	13
VII. Proposal Preparation and Submission Instructions	20
A. RFQ Response	
B. Proposal Preparation	
C. Oral Presentation	
D. Specific Proposal Submission	
E. Procurement Schedule	
VIII. Evaluation Criteria	24
IX. Negotiation and Award	26
X. Pre-proposal Conference	27
XI. Questions	27
XII. Confidential Material	27
XIII. Financial Statements	28
XIV. Incurring Cost	28
XV. Ineligible Contractors	28
XVI. Insurance Requirement	28
XVII. Indemnification	30
XVIII. Attachments	30

I. PURPOSE:

The Palm Beach County Housing Authority (PBCHA) is soliciting Request for Qualifications (RFQ) from qualified contractors to establish a pool of pre-qualified firms to perform drywall and painting services, and related work as needed, task order basis for Low-Income Public Housing (LIPH) and other PBCHA managed assets.

This is a qualifications-based procurement. Pricing will be established through unit prices; however, contract award and pool placement will be based on qualifications and demonstrated performance capability, not price. Price reasonableness will be evaluated separately for responsiveness and compliance with PBCHA's Independent Cost Estimate but will not be scored.

II. BACKGROUND:

The Palm Beach County Housing Authority (the "Authority" or PBCHA) is a public body corporate and politic pursuant to Florida Statutes Chapter 421 located in Palm Beach County, Florida. The primary purpose of the Authority is to develop, acquire, and operate safe, decent, sanitary, and affordable housing for low-income families in the County in accordance with federal legislation and regulations. PBCHA first opened their doors on June 10th, 1969. The PBCHA is not part of the Palm Beach County local government but is a Special District of the State of Florida.

The Authority's mission is we are a dedicated housing provider committed to championing trust, hope and growth for all people in Palm Beach County. The Authority is governed by a five-member Board of Commissioners, who are appointed by the Governor of the State of Florida. The Board ensures the Authority, and its related entities operate within the laws, rules and regulations of the State of Florida and the U.S. Department of Housing and Urban Development. PBCHA employs approximately 50 full and part-time staff members.

The Authority has several blended component units and related organizations that assist the Authority in various residential rental and affordable housing projects within the County. PBCHA's blended component units and related organizations include the following:

- The SPECTRA Organization, Inc.
- Legacy at 45th Street, LLC
- SPECTRA Covenant Villas
- Banyan Club Apartments Holding Corporation
- New South Bay Villas, LTD
- New South Bay Villas, LLC
- Westgate Housing LLC
- Palm Beach County Housing Development Corporation, Inc.

The Authority is responsible for the administration, management and maintenance of over 700 housing units, located at 7 properties and 2 scattered sites. These housing units include Low Income Public Housing, Affordable, Tax Credit and CDBG. The PBCHA administers over 3,400 Housing Choice Vouchers, which include special purpose vouchers for Veterans Affairs Supportive Housing, Foster Youth Initiative, Tenant

Protection Vouchers, Mainstream, Emergency Housing and Housing Opportunities for Persons with Aids. The Authority administers self-sufficiency programs such as Family Self Sufficiency, Resident Opportunities for Supportive Services, JOBS Plus and Youth-Build. These programs are funded by the U.S. Department of Housing and Urban Development and U.S. Department of Labor.

III. PBCHA RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

1. The PBCHA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the PBCHA to be in its best interests.
2. The PBCHA reserves the right not to award a contract pursuant to this RFQ or award a contract to more than one Offeror/Professional if it deems it is necessary to do so.
3. The PBCHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful bidder(s).
4. The PBCHA reserves the right to determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this RFQ.
5. The PBCHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the PBCHA Contracting Officer (CO).
6. The PBCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
7. PBCHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the PBCHA under the following conditions:
 - 7.1 Funding is not available;
 - 7.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 7.3 PBCHA's requirements in good faith change after the award of the contract.
8. The PBCHA reserves the right to require of offeror information regarding financial responsibility and technical capability or such other information as the PBCHA determines it is necessary to ascertain whether the offeror is financially capable of fulfilling the contract if awarded.
9. PBCHA reserves the right to contact any individual, entities, or organizations that have had a business relationship with the offeror regardless of their inclusion in the reference section of the proposal submittal.
10. In the event any contract resulting from this RFQ is prematurely terminated due to nonperformance and/or withdrawal by the successful offeror, PBCHA reserves the right

to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful offeror to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful offeror's rate and new company's rate) beginning the date of successful offeror's termination through the contract expiration date.

11. The PBCHA shall have no obligation to compensate any offeror for any costs incurred in responding to this RFQ.

12. The PBCHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.

13. PBCHA reserves the right and requires all Offeror/Professional to comply with the American with Disability Act (ADA) on all contracts which are as follow:

13.1 Offeror/Professional agrees to comply with the federal statues relating to non-discrimination. These include but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the American with Disabilities Act of 1990.

13.2 The Offeror/Professional agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder/Professional agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to Veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

13.3 The PBCHA reserves the right to reject and not consider any proposal of which communication between an Offeror and a member of the PBCHA staff, its Residents or Board of Commissioner (BOC) if violated. Communication regarding this Proposal is recommended for award of a contract. Questions pertaining to this Proposal shall be addressed only to the "Designated Contact(s) as specified on the previous page of this document, Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.

13.4 The PBCHA shall reserves the right to at any time during the RFQ or contract process to Prohibit any further participation by an offeror or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing PBCHA and DemandStar websites and downloading and responding to this Solicitation, each prospective offeror is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the PBCHA in writing 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the PBCHA that he/she

feels need to be addressed. Failure to abide by this time frame shall relieve the PBCHA, but not the prospective offeror, of any responsibility pertaining to such issues.

14. In the event the PBCHA rejects all bids submitted, the PBCHA reserves the right to re-advertise this RFQ for new proposals, to modify this RFQ and re-advertise for new proposals or to proceed to have the work completed otherwise.

IV. SCOPE OF SERVICES AND SPECIFICATIONS:

The scope of this contract is strictly limited to drywall installation, surface restoration, finishing, baseboard replacement (if identified in the Task Order), and painting in areas where materials have been previously removed or disturbed by another contractor or maintenance activity.

The Vendor shall not perform demolition or removal of existing drywall, baseboards, or painted surfaces unless specifically authorized in writing within the Task Order. Multiple vendors may be awarded under this RFQ. Inclusion in the vendor pool does not guarantee work. PBCHA will issue individual Task Orders based on unit needs, vendor availability, capacity, scheduling requirements, and past performance. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. No minimum quantity of work is guaranteed.

A. Minimum Qualifications.

Responding firms must meet all minimum requirements:

1. A minimum of three (3) consecutive years of documented experience performing drywall repair, surface preparation, patching, finishing, and interior painting in occupied residential, multifamily, institutional, or public housing environments.
2. Valid Florida contractor license, if required by law for the scope performed.
3. Ability to mobilize and commence work within 24 hours of Task Order issuance.
4. Proof of general liability and workers' compensation insurance meeting PBCHA requirements.
5. Demonstrated knowledge of OSHA standards applicable to interior construction work in occupied units.
6. Failure to meet any minimum qualification will result in disqualification.

B. Mobilization and Coordination

1. Coordinate directly with the PBCHA Contract Administrator.
2. Mobilize and commence work within one (1) business day of receipt of Task Order.
3. Maintain staffing sufficient to address multiple units concurrently when required.

C. Drywall and Surface Restoration

1. Inspect ceilings, walls, and adjacent surfaces previously disturbed by others.
2. Patch and restore holes, gaps, and surface inconsistencies resulting from prior maintenance or contractor-performed work.
3. Install replacement gypsum wallboard where wallboard has been removed or compromised by others.
4. Tape, float, sand, and finish all joints to achieve a smooth, uniform surface suitable for painting.
5. All sanding operations shall include appropriate dust control measures.

D. Painting Requirements

1. Apply one (1) coat of mold-resistant primer to all newly installed or repaired surfaces where required.
2. Apply two (2) coats of finish paint to restored areas.
3. Painting shall be required where:
 - a. Existing paint was removed or damaged due to surface preparation; or
 - b. New drywall or patching compounds have been installed.
4. All painted surfaces shall be blended seamlessly with adjoining areas, with no visible demarcation, flashing, or sheen variation under normal lighting conditions.

E. Baseboard Replacement

1. Where baseboards are identified in the Task Order as damaged and requiring replacement:
2. Replace baseboards in the affected area only.
3. New baseboards shall match the existing design, height, thickness, and material.
4. Baseboards shall be fastened using a pneumatic nail gun or equivalent professional method.
5. Top and bottom seams shall be neatly caulked.
6. Nail holes and joints shall be filled, sanded, and finished.
7. Painting shall be performed as required to achieve a uniform appearance.

F. Protection and Dust Control

1. Vendor shall install temporary dust containment barriers constructed of 6-mil polyethylene or approved equivalent in all areas where sanding or surface preparation is performed.
2. All sanding shall utilize HEPA-filtered dust collection systems where feasible.
3. Protect resident furniture, flooring, fixtures, and personal belongings.
4. Maintain compliance with OSHA 29 CFR 1926 standards.
5. Remove all debris and waste materials associated with restoration activities.

6. Return units to a clean, safe, and habitable condition.

G. REVISED EVALUATION AND SCORING CRITERIA

Maximum Possible Score: 100 Points

Only firms meeting Minimum Qualifications (Pass/Fail) will be scored.

1. **Relevant Experience – 30 Points**
 - a. Minimum three (3) years drywall repair and painting in occupied residential or public housing units (15 points)
 - b. Demonstrated experience achieving seamless surface blending and finish matching (15 points)
2. **Technical Approach – 25 Points**
 - a. Demonstrated understanding of the limited scope of work (drywall repair, baseboard replacement if identified, and painting only) (10 points)
 - b. Proposed dust control and resident protection procedures (10 points)
 - c. Quality control and inspection readiness plan (5 points)
3. **Capacity and Responsiveness – 20 Points**
 - a. Ability to mobilize within 24 hours of Task Order issuance (10 points)
 - b. Staffing plan demonstrating ability to complete multiple units concurrently (10 points)
4. **Past Performance – 15 Points**
 - a. Quality of references for similar projects completed within the last five (5) years (15 points)
5. **Compliance and Certifications – 10 Points**
 - a. Proper licensing and insurance compliance (5 points)
 - b. Demonstrated OSHA compliance and safety record (5 points)
6. Minimum Score for Inclusion in Vendor Pool: 70 Points
 - a. PBCHA reserves the right to:
 - i. Establish a competitive range
 - ii. Award to multiple vendors
 - iii. Adjust Task Order distribution based on performance, quality, and timeliness

H. Warranty Requirement

The Contractor warrants that all work performed under this Task Order shall be free from defects in workmanship for a period of one (1) year from the Warranty Start Date established on the fully executed Notice of Completion.

Warranty coverage includes:

- Drywall installation integrity
- Joint cracking or separation
- Nail pops

- Surface defects
- Paint adhesion failure
- Baseboard separation (if installed)

Exclusions:

- Damage caused by tenant abuse
- Structural movement beyond Contractor control
- Water intrusion unrelated to Contractor work

Contractor shall respond to warranty claims within 72 hours of notification.

Failure to correct warranty deficiencies may result in PBCHA performing corrective work and back-charging the Contractor.

I. PAYMENT REQUIREMENTS

1. Payment shall not be processed until:
 - a. Work has passed PBCHA inspection
 - b. Notice of Completion is fully executed
 - c. Invoice references Task Order number
 - d. All approved change orders are attached
2. Invoice must include:
 - a. Task Order Number
 - b. Unit Location
 - c. Line-item breakdown (if applicable)
 - d. Total amount requested
3. PBCHA reserves the right to withhold payment for:
 - a. Incomplete work
 - b. Deficient work
 - c. Missing documentation
4. Payment terms: Net 30 days following receipt of complete payment package.

J. Inspection Checklist

1. **Drywall Installation**
 - a. Board properly fastened
 - No visible seams
 - Smooth finish (Level 4 minimum)
 - Corners straight
2. **Surface Finish**
 - a. No ridges or depressions
 - Proper sanding
 - Uniform surface texture
3. **Painting**

- a. Primer applied (if required)
- Two finish coats applied
- No flashing or sheen difference
- Clean cut lines
- No roller or brush marks

4. Baseboards (If Applicable)

- a. Matches existing profile
- Properly secured
- Nail holes filled
- Caulked properly
- Painted uniformly

5. Cleanliness

- a. Dust removed
- Floors clean
- Fixtures clean
- Unit habitable

K. Sample Task Order

PALM BEACH COUNTY HOUSING AUTHORITY

TASK ORDER NO. _____ **Under IDIQ Contract No.** _____

IDIQ Master Contract No.: _____ **Vendor Name:** _____

Property Name: _____ **Unit No(s):** _____

Date Issued: _____ **Contract Administrator:** _____

SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, tools, equipment, dust control measures, and incidentals necessary to perform the following:

All work shall be performed in accordance with:

- IDIQ Master Contract
- PBCHA standards
- OSHA 29 CFR 1926
- Applicable Florida Building Code
- No additional work beyond this scope is authorized without written modification.

Mobilization Start Date: _____ **Completion Date:** _____

PRICING

Install 5/8" Drywall: _____ **Sq. Ft.** **Amount: \$** _____

Tape & Finish Level 4: _____ **Sq. Ft.** **Amount: \$** _____

Prime & Paint: _____ **Sq. Ft.** **Amount \$** _____

Baseboard Replacement: _____ **LF.**

Task Order Total: \$ _____

All work subject to PBCHA inspection.

A fully executed Notice of Completion is required prior to payment.

AUTHORIZATION

PBCHA Contract Administrator

Name: _____ **Date:** _____

Signature: _____

Vendor Authorized Representative

Name: _____ **Date:** _____

Signature: _____

L. PBCHA – TASK ORDER BID TABULATION

1. Drywall Repairs & Painting Services IDIQ
2. Task Order No.: _____ Property/Unit: _____ Date: _____

Line Item	Description	Quantity	Unit	Vendor A	Vendor B	Vendor C
1	Install 5/8" Drywall	___	SF	\$___	\$___	\$___
2	Tape & Finish Level	___	SF	\$___	\$___	\$___
4						
3	Prime & Paint	___	SF	\$___	\$___	\$___
4	Baseboard Replacement	___	LF	\$___	\$___	\$___

3. Total Proposed Price
 - a. Vendor A: \$ _____
 - Vendor B: \$ _____
 - Vendor C: \$ _____
4. Selected Vendor: _____
5. Basis for Selection (if not lowest): _____

V. General Statement:

The Contractor shall provide all labor, materials, insurance, transportation, etc. to provide Drywall and Painting Services as described and in accordance with the Scope of Services.

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

- D. **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.
- E. **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.
- F. **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).
- G. **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 with the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
- H. **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.
- I. **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 undocumented immigrant workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- J. **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.
- K. **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.
- L. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications or 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.

M. **PAYMENT:**

1. To Contractor:

Invoices for services shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number.

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 services provided under this contract or purchase order(s), that are to be paid for with public funds, shall be billed by the contractor at the contract price.

Palm Beach County Housing Authority
Accounts Payable
3333 Forest Hill Blvd.
West Palm Beach, Florida 33406
accounting@pbchaf1.org

- N. **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.
- O. **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.
- P. **ASSIGNMENT OF CONTRACT:** The contractor may **not** assign or transfer this Contract, any interest herein or any claim hereunder 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.
- A. **CONTRACT TERM:** The PBCHA anticipate 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. This is an indefinite delivery/indefinite quantity (IDIQ) contract.

1. Indefinite delivery/indefinite quantity (IDIQ) contracts provided for delivery of definite quantity of specific supplies or services for a fixed period of time, with deliveries or performance to be scheduled at designated locations upon order. Indefinite Quantity 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.

B. **RENEWAL OF CONTRACT**: This contract may be renewed by the Palm Beach County Housing Authority (PBCHA) for (one year)/ (4 successive one-year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Contractor's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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.

C. **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 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 with 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.

D. TERMINATION FOR CAUSE:

- a. Prior to a termination for cause, PBCHA will give the Contractor written notice specifying the cause. The notice will give the Contractor Ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to PBCHA curing the default.
- b. PBCHA may terminate the Contract in whole or in part and from time to time, whenever PBCHA determines that the Contractor is:
 - 1. defaulting in performance of this Contract;
 - 2. failing to make satisfactory progress in the execution of the Contract; or
 - 3. endangering the performance of this Contract.

E. TERMINATION FOR CONVENIENCE:

This Contract may be terminated by PBCHA in whole or in part, upon written notice to the Contractor, when PBCHA determines this to be in its best interest. The termination shall be effective Ten (10) days after written notice has been issued.

- F. **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 listing the required limits below 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 and its affiliates 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 faults 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.

G. **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.pbchaf1.org) for a minimum of 10 days.

H. **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.

- I. **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.
- J. **NON-DISCRIMINATION 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.
- K. **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 Proposal with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the RFQ 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.

- L. **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 term(s) 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.
- M. **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.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. RFQ RESPONSE

1. In order to be considered for selection, offerors must submit a complete response to this RFQ. One (1) original and five (5) copies of each proposal must be submitted to PBCHA on or before closing date. Offerors must also include one digital copy on flash drive.
2. Proposals shall be received by **2:00 p.m. (EST) on Tuesday, March 24, 2026**, at 3333 Forest Hill Blvd., West Palm Beach, FL 33406.

Proposals received after this date and time will be rejected. Copies of this Request for Proposal are available electronically by visiting PBCHA's website at www.pbchaf1.org, click on Partners, then click on, and click on Current Bids and Solicitation or visit DemandStar's website at www.demandstar.com or by contacting the Contracting Office at procurement@pbchaf1.org.

Respondents are required to submit **One (1) original and five (5) copies** of their proposal submitted in accordance with this RFQ to the address listed below:

Palm Beach County Housing Authority
ATTN.: James Kijek, Director of Procurement
3333 Forest Hill Blvd
West Palm Beach, FL 33406

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

Request for Qualifications
FOR
Drywall and Painting Services
Solicitation No. PBCHA-RFQ-2026-03

B. PROPOSAL PREPARATION

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in PBCHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by PBCHA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content. Offerors should be at a minimal address in detailed services within Section IV Scope of Services.

3. Proposals should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFQ. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFQ. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of content which cross-references the RFQ requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFQ should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration or lower scores if the evaluators are unable to find where the RFQ requirements are specifically addressed.

4. As used in this RFQ, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFQ, some individual "must" and "shall" items may not be fully satisfied, but it is

the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. Ownership of all data, materials, and documentation originated and prepared for PBCHA pursuant to the RFQ shall belong exclusively to PBCHA and be subject to public inspection in accordance with the Florida Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Florida Freedom of Information Act; however, the Offeror must invoke the protections of 2020 Florida Statutes Title X Chapter 119 Section 1, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute confidential, proprietary or trade secret information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as confidential, proprietary or trade secret does not properly invoke the statutory exemption from public disclosure and is therefore not acceptable and may result in rejection of the proposal.

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

D. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that PBCHA may rigorously evaluate your capabilities to provide the required good/services.

Offerors are required to submit the following items as a complete proposal:

1. Return the RFQ cover sheet and all addenda acknowledgments, if any, signed and filled out as required. Provide the names of the person(s) who will be authorized to make representations for the Offeror, their titles, addresses, and telephone numbers. Provide information that the person signing the RFQ is authorized to bind the firm(s).
2. All HUD Forms listed as attachments in the RFQ, Statement of Offeror's Qualification, attachments to the RFQ, and other specific items or data requested in

the RFQ. A certificate of insurance or other evidence of insurance satisfactory to PBCHA to meet the insurance requirements outlined in the RFQ.

3. A written narrative statement to include:

a) Describe the Offeror's understanding of the work to be performed in the RFQ.

b) Identify if the Offeror is a local, regional, national, or international firm.

c) Provide the names, addresses and a brief statement of the qualifications and experience of any firm(s) that have agreed to assist the Offeror in providing any of the services listed in the RFQ's Scope of Services, along with percentage of participation description of the relationship of the Offeror to such firm(s). (e.g., joint venture, subcontract, etc.)

d) PBCHA has an agency goal to take all necessary steps to assure that qualified small, women-owned and minority business enterprises (MBEs) public housing resident-owned and Section 3 vendors are used when possible. It is the policy of PBCHA to encourage and promote economic opportunity by encouraging participation by MBEs and Section 3 vendors in PBCHA contracts through subcontracting, joint ventures, or other contracting methods. Please address the action that the Offeror will take if awarded the contract to assist and support PBCHA in achieving the economic opportunity goals as described.

e) A complete detailed resume of the Offeror (including, but not limited to, a summary of the lawyers, other staff members, and computer capabilities of the Offeror) and other relevant information which would demonstrate the capacity, resources, experience, and expertise of the Offeror in performing the above-described services.

f) A listing and a description of the capacity, education, experience, knowledge, skills, and qualifications of the staff in the firm who are to be assigned to PBCHA's account, their respective responsibilities for the above-described marketing and communication services to be performed under the contract, the estimated percentage of such services to be performed by each staff member of the firm.

g) A list of at least four (4) references where the Offeror has provided the services described in the RFQ. Include the organization, contact name, title, location, telephone number, and email address. Provide information on past and current contracts.

h) A description of the Offeror's system for identifying potential conflicts of interest, an identification of any existing conflicts of interest providing the above described marketing and communication services to PBCHA and the manner by which the Offeror will resolve any such conflicts of interest prior to commencement of the contract for marketing and communication services, and the Offeror's representation that (i) upon commencement of the contract for marketing and communication services, the Offeror will have no conflicts of interests that would prevent or restrict the Offeror from representing PBCHA in the performance of any of the above described services and (ii) in the event

that any future conflict of interest arises during the contract term as a result of the Offeror's representation of PBCHA and any other party included in or affected by the programs and operations of PBCHA, the Offeror shall continue to represent PBCHA and shall decline, terminate or limit the representation of such other party so as to avoid any such conflict of interest in a manner acceptable to PBCHA.

E. Procurement Schedule:

Legal Advertisement posted to Palm Beach Post	February 15 & 22 2026
Pre-proposal conference	March 3, 2026
RFQ package posted on the PBCHA website	February 23, 2026
Deadline for questions (unless extended via an addendum)	March 12, 2026
Deadline for PBCHA – issued responses & any revisions (unless extended via an addendum)	March 13, 2026
Submission deadline (unless extended via an addendum)	March 24, 2026

VIII. EVALUATION CRITERIA:

Proposals that meet the threshold criteria/submission requirements will be evaluated as described below. The evaluation of professional qualifications of the proposals will be based on the qualifications demonstrated including references from other clients, technical criteria, and proposal evaluation scoring. Specific evaluation criteria to evaluate the technical qualifications of each Offeror and their degree of importance/relative weight area as follows:

An evaluation committee shall evaluate and score each proposal using the method described in this request for qualifications. The evaluation committee shall make a recommendation to the ED/CEO. The ED/CEO shall make a recommendation. A contract will be awarded to the Offeror(s) whose proposal best meets the needs and requirements of PBCHA.

Failure to meet the threshold requirements may result in rejection of the proposal. PBCHA reserves the right to reject any and all proposals, to award one or more contracts or no contract. An interview with finalists may or may not be required at the discretion of PBCHA. In the event an interview is required, the interview will be evaluated using up to a possible ten (10) bonus points. Points awarded will be added to the Offerors final score.

All offerors, or only Offerors who fall within the competitive range, may or may not be interviewed. PBCHA shall review proposals on the basis of qualifications and technical merit using the weighted criteria described above. The following is a summary of weighted selection criteria:

Proposal shall be concise but comprehensive enough to convey the required experience and capabilities; and arranged in accordance with this request for proposal, tabbed in accordance with each of the below listed evaluation criteria and required components.

This space was intentionally left blank

No.	Criteria	Weight
1.	Relevant Experience: a. Minimum three (3) years drywall repair and painting in occupied residential or public housing units (15 points) b. Demonstrated experience achieving seamless surface blending and finish matching (15 points)	30
2.	Technical Approach and Understanding of Scope: a. Demonstrated understanding of the limited scope of work (drywall repair, baseboard replacement if identified, and painting only) (10 points) b. Proposed dust control and resident protection procedures (10 points) c. Quality control and inspection readiness plan (5 points)	25
3.	Capacity, Staffing, and Responsiveness: a. Ability to mobilize within 24 hours of Task Order issuance (10 points) b. Staffing plan demonstrating ability to complete multiple units concurrently (10 points)	20
4.	Past Performance and References: a. Quality of references for similar projects completed within the last five (5) years (up to 15 points).	15
5.	Compliance and Certifications: a. Proper licensing and insurance compliance (5 points) b. Demonstrated OSHA compliance and safety record (5 points)	10
TOTAL		100

IX. NEGOTIATION AND AWARD:

Unless there is no need for negotiations with any of the Offerors, negotiations shall be conducted with Offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation of qualifications, price, and other factors considered to be most advantageous to PBCHA.

Such Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements.

No Offeror shall be provided information about any other Offeror proposal, and no Offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award; however, best, and final offers may be requested. PBCHA reserves the right to request additional information concerning any and/or all proposals submitted. A common deadline shall be established for receipt of proposal revisions based on negotiations.

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firms whose qualifications, price and other factors considered are the most advantageous to PBCHA.

X. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on [March 3, 2026, at 2:00 pm at 3333 Forest Hill Blvd., West Palm Beach, FL 33406.](#)

XI. QUESTIONS:

All questions regarding this RFQ must be emailed to procurement@pbchaf1.org with the subject heading "Drywall and Painting Services PBCHA-RFQ-2026-03 Questions". The deadline for submitting questions is [five \(5\) days prior to closing](#). All questions submitted will be answered no later than five (5) calendar days before the proposal submission deadline with copies to all who have registered. Registered respondents are those contractors that were in attendance at the Pre-proposal Conference or have contacted procurement by email to be added to the list of respondents.

Proposals may be withdrawn by written request any time prior to the deadline for receiving proposals. After that time, proposals cannot be withdrawn and must be open for acceptance for a period not to exceed sixty (60) calendar days from the date of submission for the purpose of evaluating proposal documents and investigating the qualifications of the Offeror.

PBCHA reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities.

Persons who require special accommodation should immediately contact the Authority's Contracting Office at (561) 684-2160 extension 107.

XII. CONFIDENTIAL MATERIAL:

Any confidential material submitted by a Respondent must be clearly marked as such.

XIII. FINANCIAL STATEMENTS:

The Respondents may be requested to submit current financial statements. Furthermore, the Respondents shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

XIV. INCURRING COST:

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

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

XV. INELIGIBLE CONTRACTORS:

PBCHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal procurement and Non-Procurement Programs.

XVI. INSURANCE REQUIREMENT:

The successful Offeror will be required to protect, defend, indemnify, keep, save, and hold PBCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Offeror will be further required to investigate, handle, respond to, provide defense for, and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false, or fraudulent.

PBCHA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Offeror of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFQ will survive the expiration or termination of that Contract.

The successful Offeror shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an

expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by PBCHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to PBCHA in the event coverage is substantially changed, canceled, or non-renewed.

The Offeror shall require all subcontractors to carry the insurance required herein, or the Offeror may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the submitted policy shall so stipulate.

The Offeror and all subcontractors agree that insurers shall waive their rights of Subrogation against the Palm Beach County Housing Authority.

The Offeror expressly understands and agrees that any insurance or self-insurance programs maintained by the Palm Beach County Housing Authority should apply in excess of and not contribute with insurance provided by the successful Offeror and subcontractors under the Contract.

1. The successful Offeror shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to Properties which may arise from or in connection with the performance of the work hereunder by Offeror, its agents, representatives, volunteers, employees, or subcontractors. Offeror acknowledges that it has familiarized itself with the extent and scope of services to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.
 - A. Offerors' insurance coverage shall be primary and non-contributory with respect to PBCHA, its officials, employees, and volunteers.
 - B. To the extent that subcontractors may be used, Offeror shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - C. Certificates of insurance and endorsements shall be furnished to PBCHA and approved by PBCHA before services are furnished. PBCHA must be named as an "Additional Insured".
 - D. The following standard insurance policies shall be required:

Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to PBCHA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements should be furnished to and approved by PBCHA before work commences. PBCHA reserves the right to require complete, certified copies of all required insurance policies at any time.

XVII. INDEMNIFICATION:

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold the Owner, its officers, officials, employees, and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind.

Each Respondent is required to provide a written history of litigations that their firm has been involved in for the past 5 years.

XVIII. Attachments:

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

ATTACHMENTS

It is the responsibility of each offeror to verify that he/she has downloaded the following attachments pertaining to this RFQ, which are hereby reference included as a part of this RFQ:

Document No.	Attachment	Description
1	A	Statement of Offeror’s Qualifications
2	B	Non-Collusive Affidavit
3	C	Section 3 Certification of Compliance
4	D	Form HUD-5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs
5	E	Form HUD-5369-A Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
6	F	Form HUD-5369-B Instructions to Offerors Non-Construction
7	G	Form HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract
8	H	Form HUD-5370 General Conditions for Construction Contracts – Public Housing Program
9	I	Form HUD-5370-C General Conditions for Non-Construction Contracts (with or without Maintenance Work)
10	J	Form HUD-2992 Certification Regarding Debarment and Suspension
11	K	Form HUD-50070 Certification for Drug -Free Workplace
12	L	Form HUD-50071 Certification of Payments to Influence Federal Transactions
13	M	Form HUD-2554 Supplementary Conditions of the Contract for Construction
14	N	Form HUD-92010 Equal Employment Opportunity Certification
15	O	Instruction for Completing Payroll Form, Form WH-347 Davis-Bacon and Related Act Weekly Certified Payroll Form, Davis-Bacon Wage Determination #FL20260079 Document, Worker Rights Under Davis-Bacon Act Poster (English and Spanish)
16	P	Form HUD-2530 Previous Participation Certification
17	Q	Exceptions To RFQ
<p>* These forms have been included specifically for potential work that the Agency has deemed to be construction related. Be aware that there may be additional HUD-required forms to complete pertaining to such construction work; and by submitting a proposal each successful proposer placed in the aforementioned “Pool” hereby agrees to complete and submit those forms as required, Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the Agency reserves the right to determine when such term or condition shall apply. By submitting a proposal in response to this RFQ, the proposer thereby agrees to abide by these requirements</p>		

ATTACHMENT A

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.
1. **11. Describe your experience in work similar in nature to this project. Provide a listing of at least five (5) 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: _____

4. Project Description: _____

Timeline/Dates of Service: _____

Dollar Value: _____

Company Name: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Contact Person Email Address: _____

5. 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

ATTACHMENT B
NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)

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

(1) Affiant is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Offeror that has submitted
the attached proposal;

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

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

(4) Neither the said Offeror 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 offeror, firm or person to submit a collusive or sham
proposal in connection with the contract for which the attached proposal 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 entity, firm or person to
fix the price or prices in the attached proposal of any other Proposal, 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 proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror 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

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 who 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: Kitchen Cabinets and Countertops Replacement

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>
\$65,450	\$74,800	\$84,150	\$93,500
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$101,000	\$108,500	\$115,950	\$123,450

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 PROPOSAL/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 proposer/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

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 D

FORM HUD-5369 INSTRUCTIONS TO BIDDERS FOR CONTRACTS

ATTACHMENT E

**FORM HUD-5369-A REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS, PUBLIC AND INDIAN HOUSING PROGRAMS**

ATTACHMENT F

FORM HUD-5369-B INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION

ATTACHMENT G

HUD-5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
NON-CONSTRUCTION CONTRACT

ATTACHMENT H

**HUD-5370 GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS –
PUBLIC HOUSING PROGRAM**

ATTACHMENT I

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

ATTACHMENT J

HUD-2992 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

ATTACHMENT K

HUD-50070 CERTIFICATION FOR A DRUG-FREE WORKPLACE

ATTACHMENT L

**HUD-50071 CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL
TRANSACTIONS**

ATTACHMENT M

**HUD-2554 SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION**

ATTACHMENT N

HUD-92010 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ATTACHMENT O

INSTRUCTION FOR COMPLETING PAYROLL FORM

**FORM WH-347 DAVIS-BACON AND RELATED ACTS WEEKLY CERTIFIED
PAYROLL FORM**

DAVIS-BACON WAGE DETERMINATION #FL20260079 DOCUMENT

WORKER RIGHTS UNDER DAVIS-BACON ACT POSTER (ENGLISH)

WORKER RIGHTS UNDER DAVIS-BACON ACT POSTER (SPANISH)

HUD-4010 FEDERAL LABOR STANDARDS PROVISIONS

ATTACHMENT P

HUD-2530 PREVIOUS PARTICIPATION CERTIFICATION

