



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

**REQUEST FOR QUALIFICATIONS
PBCHA-RFQ-2026-15
HVAC INSTALLATION AND MAINTENANCE SERVICES
(RESOLICIT)**

Issue Date: August 24, 2026

Pre-proposal Conference Date: September 1, 2026 @ 2:00 PM

Closing Date and Time: October 6, 2026 @ 2:00 PM

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

PROPOSALS MUST BE MAILED, OR HAND DELIVERED TO THE APPLICABLE ADDRESS SHOWN ON PAGE 2 OF THE SOLICITATION.

All Inquiries For Information Should Be Directed To:
LaQuavial Pace, Contracts and Procurement Manager
Email: procurement@pbchafl.org

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

TABLE OF CONTENTS

SECTION	PAGE
I. PURPOSE	4
II. BACKGROUND	4
III. PBCHA RESERVATION OF RIGHTS AND PROTEST PROCEDURES	5
IV. SCOPE OF WORK/TECHNICAL SPECIFICATIONS	7
V. EVALUATION AND AWARD CRITERIA	17
VI. GENERAL AND SUPPLEMENTARY CONDITIONS	18
VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	19
VIII. GENERAL TERMS AND CONDITIONS	22
IX. SPECIAL TERMS AND CONDITIONS	32
X. METHOD OF PAYMENT	34
XI. ATTACHMENTS:	35

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.

- 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 contractors to perform Heating, Ventilation, and Air Conditioning (HVAC) Installation and Maintenance Services, and related work on an as needed, for all properties located throughout Palm Beach County, Florida.

This is a qualifications-based procurement. Pricing will be established through unit prices; however, contract award will be based on qualifications and demonstrated performance capability, not price. Price reasonable 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 proposer(s).
4. The PBCHA reserves the right to determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in this RFQ.
5. The PBCHA reserves the right to retain all proposals 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 request offeror information regarding financial responsibility and technical capability or such other information as the PBCHA determines is necessary to ascertain whether the offeror is financially stable to fulfill all contractual obligations.
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 statutes 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 Offeror/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 proposals 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 WORK/TECHNICAL SPECIFICATIONS: The PBCHA is seeking sealed proposals from qualified and licensed contractors to provide HVAC Installation and Maintenance Services. The selected contractor(s) shall provide all supervision, labor, transportation, tools, equipment, materials, permits, consumables, disposal, documentation, and incidentals necessary to perform HVAC diagnostic, repair, replacement, installation, and preventive maintenance services at PBCHA properties. Work may be performed in occupied units, vacant units, common areas, offices, and support facilities throughout Palm Beach County.

a) Diagnostic and Troubleshooting Services

- i. Diagnose HVAC malfunctions and performance issues.
- ii. Inspect units and associated controls, thermostats, disconnects, drain lines, refrigerant lines, capacitors, contactors, compressors, evaporator coils, condenser coils, fan motors, blowers, ductwork connections, and electrical components.
- iii. Identify root cause of system failure, reduced efficiency, leaks, inadequate cooling, poor airflow, abnormal vibration, noise, or short cycling.
- iv. Provide written findings and recommended corrective actions with anticipated cost.

b) Repair Services

- i. Perform repairs to split systems, package units, PTAC units, heat pumps, air handlers, condensers, mini-splits, thermostats, ventilation components, and related accessories.
- ii. Replace defective components including motors, capacitors, relays, transformers, contactors, controls, belts, disconnects, condensate pumps, float switches, thermostats, filters, and similar parts.
- iii. Repair refrigerant leaks and restore systems to proper operating conditions in accordance with manufacturer requirements and EPA regulations.
- iv. Check condensate drain lines for proper pitch, ensuring condensate is flowing away from the unit.
- v. Clean and/or replace clogged drain lines and address condensate management issues.

- vi. Repair electrical and control-related defects associated with HVAC equipment.

c) Installation and Replacement Services

- i. Secure all necessary permits by Authorities Having Jurisdiction (AHJ) prior to starting any work.
- ii. Secure services of a Licensed Electrical Contractor as a subcontractor.
- iii. Remove and dispose of existing HVAC equipment and components in accordance with applicable law.
- iv. Furnish and install new HVAC equipment, accessories, thermostats, supports, pads, line sets, disconnects, drain lines, and related appurtenances.
- v. Contractor will be responsible for ensuring newly installed equipment is adequately charged and operational.
- vi. Ensure condensate drain line is properly installed and pitched away from the unit and building, so that it does not compromise the integrity of the building foundation.
- vii. Insulate refrigerant lines.
- viii. Perform full system replacements and component replacements as directed by PBCHA.
- ix. Size and install equipment appropriately for the intended application and conditioned space.
- x. Provide startup, operational testing, system verification, balancing where applicable, and commissioning documentation.
- xi. Provide owner training to PBCHA staff when requested.
- xii. Provide manufacturer warranties, installation warranties, and closeout documents. All manufacturer equipment warranties for new installations shall be registered in PBCHA's name as the property owner of record, not in the contractor's name, and proof of registration shall be submitted with closeout documentation.
- xiii. Specify refrigerant type on all repair and replacement quotes and confirm compatibility with existing system components before proceeding, given the ongoing phase-down of R-410A and transition to lower-GWP refrigerants (e.g., R-454B, R-32).

d) Preventive Maintenance Services

- i. Perform scheduled preventive maintenance on PBCHA HVAC equipment in occupied and unoccupied units, common areas, offices, and support buildings.
- ii. Preventive maintenance shall include, at minimum, inspection, cleaning, testing, filter replacement where directed, coil cleaning as needed, drain line clearing, thermostat verification, refrigerant performance checks and charging as appropriate, tightening of electrical connections, lubrication where applicable, and verification of safe operation.

- iii. Document condition, deficiencies, and recommended repairs.
- iv. Provide maintenance logs and asset-specific service records.

e) Emergency and On-Call Services

- i. Respond to urgent and emergency HVAC service calls, including no-cooling events, system failures in occupied units, refrigerant leaks, electrical hazards, water intrusion associated with HVAC failure, and conditions affecting health, safety, or habitability.
- ii. Be available for after-hours, weekends, holidays, and emergency calls.
- iii. Maintain sufficient staffing and dispatch capability to support PBCHA's portfolio.

Call Classification Definitions

For purposes of the response time, service calls shall be classified as follows. PBCHA's dispatcher shall assign classification at the time the call is placed, subject to reclassification if field conditions warrant.

- **Emergency:** A condition presenting an immediate risk to health, safety, or habitability, including but not limited to total loss of cooling in an occupied unit during periods of extreme heat, active refrigerant leak, electrical hazard, or water intrusion associated with HVAC failure.
- **Urgent:** A condition that materially impairs system function or resident comfort but does not present an immediate health or safety risk, including partial loss of cooling, abnormal noise or vibration indicating imminent failure, or a failure affecting a common area serving multiple units.
- **Routine:** All other service requests, including preventive maintenance, minor repairs, and non-time-sensitive deficiencies identified during inspection.

Call Type	Initial Response	On-Site Requirement
Emergency	Within 4 hours	Within 8 hours
Urgent	—	Within 24 hours
Routine	—	Within 72 hours
Quoted replacement proposals	—	Within 3 business days
Preventive maintenance scheduling	—	As directed by PBCHA

PBCHA may revise response standards in the solicitation or final contract.

Completion Times

1. Routine repairs shall be completed within five (5) business days of Purchase Order issuance, unless the scope of the repair reasonably

- requires additional time, in which case the contractor shall provide PBCHA a written revised completion estimate before the five-day deadline.
2. Emergency work shall proceed immediately as necessary to stabilize conditions.
 3. Replacement work shall be completed within the schedule established in the task order or notice to proceed.
 4. Delays shall be immediately reported to PBCHA in writing, including cause and revised completion estimate.

Non-Compliance with Response and Completion Times

Failure to meet the response or completion times established shall be addressed as follows:

1. First occurrence in a rolling six (6) month period: written notice of non-compliance issued to the contractor, with a copy retained in the contractor's performance file.
2. Second occurrence in a rolling six (6) month period: the contractor shall be placed on probationary status within the rotation for a period of ninety (90) days, during which PBCHA may reduce the contractor's share of rotational assignments and reserves the right to assess liquidated damages of \$250 per missed emergency response window and \$100 per missed urgent or routine window, applied as a deduction against the associated invoice.
3. Third occurrence in a rolling six (6) month period: initiation of removal from the Vendor Pool for cause, in accordance with the (Termination Clause). Liquidated damages assessed under this Section are not a penalty but a reasonable estimate of PBCHA's administrative and operational costs resulting from non-compliance and are without prejudice to PBCHA's other remedies under the contract.

f) Ancillary Services

- i. Minor duct repairs or reconnections associated with HVAC work.
- ii. Thermostat replacement and programming.
- iii. Condensate management repairs, including drain line replacement.
- iv. Minor curb, pad, mounting, fastening, weatherproofing, and sealing work directly related to HVAC installation.
- v. Coordination with electrical subcontractors or licensed trades when required.
- vi. Preparation of equipment inventories and condition assessments when requested by PBCHA.

g) Documentation, Reporting, and Closeout

- i. For all repair, replacement, and installation work orders, the contractor shall submit dated, time-stamped photographs documenting existing

conditions prior to commencing work and completed conditions upon finishing work, as part of the closeout package required for invoicing. PBCHA may withhold payment on any invoice submitted without the required photo documentation.

h) Performance Standards

- i. All work shall be performed in a safe, professional, and workmanlike manner by properly trained personnel under competent supervision. Contractor shall promptly correct deficient work at no additional cost to PBCHA.
- ii. Contractor shall protect PBCHA property from damage and shall repair or replace damage caused by its operations. Occupied units shall be left safe, weather-tight, clean, and functionally habitable at the end of each workday unless PBCHA authorizes otherwise in writing.
- iii. Replacement work shall be completed within the schedule established in the applicable task order or notice to proceed. Delays shall be reported immediately in writing with cause, impact, and recovery plan.
- iv. All work shall comply with manufacturer recommendations, applicable building codes, mechanical codes, electrical codes, fire codes, EPA refrigerant requirements, OSHA standards, and all applicable federal, state, and local requirements.

PBCHA Furnished Equipment

PBCHA reserves the right, at its sole discretion, to purchase and furnish equipment, materials, or components for installation under this Contract. Such equipment may include, but is not limited to, HVAC equipment, condensers, air handlers, coils, and thermostats.

When PBCHA furnishes equipment or materials, the Vendor shall be responsible for receiving, handling, transporting, installing, connecting, testing, commissioning, and placing the equipment into proper operating condition. The Vendor shall verify that all PBCHA furnished equipment is compatible with the existing system and installation requirements prior to installation and shall promptly notify the Authority of any apparent deficiencies, damage, incompatibility, or missing components.

The Vendor shall remain fully responsible for providing and installing all incidental materials, fittings, connectors, fasteners, electrical connections, refrigerant piping, insulation, controls, drains, and other components necessary to provide a complete and operational installation, unless specifically excluded by PBCHA in writing.

The Vendor shall ensure that all equipment and components are installed in accordance with the manufacturer's requirements, applicable codes and regulations, and accepted industry standards. For refrigeration systems, the Vendor shall be responsible for properly evacuating, pressure testing, charging, and commissioning the system with the

appropriate refrigerant and shall verify that the system is operating within the manufacturer's specified operating parameters.

The Vendor shall not be relieved of its responsibility for the proper installation, operation, or performance of the system solely because the equipment or materials were furnished by PBCHA. Any installation deficiencies, improper connections, improper refrigerant charge, leaks, or other conditions resulting from the Vendor's installation or commissioning shall be corrected by the Vendor at no additional cost to PBCHA.

PBCHA's furnishing of equipment or materials shall not be construed as a warranty by PBCHA regarding the suitability, compatibility, condition, or performance of such equipment. The Vendor shall identify any apparent concerns before installation and obtain written directions from PBCHA before proceeding when the Vendor determines that furnished equipment or materials may be unsuitable for the intended application.

4.1 TECHNICAL SPECIFICATIONS

4.1.1 Forming a Pool of Contractors: The PBCHA is first conducting this RFQ process to receive technical proposals from contractors to qualify those firms to be placed in a Pool of Contractors eligible to provide construction and maintenance services (via additional quotes/task order) to the PBCHA.

4.1.1.1 Potential Re-opening the RFQ. In the interest in maintaining a "healthy pool of available contractors," the PBCHA reserves the right to re-open the RFQ at any time during the ensuing period of time after the RFQ deadline and after the "Pool" has been formed.

4.1.1.1.1 This re-opening may especially occur if, for example, additional contractors contact the PBCHA to inform the PBCHA of their desire to compete to be placed in the Pool; or may occur if the contractors already in the Pool are not as competitive (both in participation and/or quoted costs) as the PBCHA desires. In any case, the PBCHA will consider re-opening the Pool typically once every 6 or 12 months.

4.1.1.1.2 If the PBCHA does re-open the Pool, the contractors who have already been placed in the Pool are not required to again compete—such firms will just stay in the Pool.

4.1.1.1.3 The PBCHA reserves the right to terminate any firm from the Pool for any reason that would, in the PBCHA's opinion, result in contract termination in any other condition.

4.2 Potential of Receiving additional proposals. At the PBCHA discretion, the PBCHA may consider the Submittal Deadline listed within this solicitation herein to be an "initial" Deadline only. The PBCHA may receive quotes from firms not yet qualified to be in the Pool to respond to the RFQ. In such case the PBCHA shall invoke the following procedures to address this issue (NOTE: This procedure is an option for the PBCHA,

not a strict requirement; but in any case, the PBCHA may not complete an award to the ineligible contractor):

4.2.1 The PBCHA will timely reject the quote as non-responsive, as the quoter is not a firm that has been approved to be in the Pool and thereby eligible to submit a quote.

4.2.2 The PBCHA will then offer that ineligible firm to respond with a proposal to be placed in the Pool (the proposal shall be as detailed within the following Section 7.0 herein, and most specifically within Evaluation Criteria Table therein. The firm must submit this proposal within 2 weeks of being notified of such. The option of receiving this proposal submittal shall expire at the set 2-week deadline.

4.3 Rotational Assignment Method

PBCHA intends to assign work to qualified awarded contractors on a rotational basis. Rotation shall not create a guaranteed minimum quantity of work or compensation.

Rotation administration may include:

4.3.1 Sequential assignment among awarded contractors.

4.3.2 Adjustment based on contractor specialty, capacity, proximity, emergency availability, resident needs, and prior performance.

4.3.3 Bypass of a contractor that fails to respond within required timeframes, declines work, lacks available staffing, has unresolved performance issues, or is otherwise not in good standing.

4.3.4 Temporary or permanent removal from the rotation list for cause.

4.3.5 Direct assignment outside strict rotation for emergency conditions, warranty issues, continuity of work, specialized equipment, or best interests of PBCHA, with file documentation.

4.4 Reinstatement Following Bypass or Temporary Removal

A contractor bypassed or temporarily removed from the rotation list shall be notified in writing of the basis for the action. A temporarily removed contractor may request reinstatement no sooner than thirty (30) calendar days following removal by submitting written evidence that the condition giving rise to removal has been corrected. PBCHA shall respond to a reinstatement request within fifteen (15) business days. Permanent removal for cause shall follow the process set out in (Termination Clause) below and is not subject to this reinstatement process.

4.5 Workload Distribution Reporting

PBCHA shall maintain a log of task order assignments and dollar value of work issued to each awarded contractor and shall review this log no less than quarterly to confirm that rotation is operating as intended and that no single contractor is receiving a disproportionate share of assignments outside the adjustment factors identified above. This review is for internal monitoring purposes and does not create an entitlement to any contractor regarding volume of assigned work.

4.6 Additional Description of Work other than related to the Work identified within the immediate preceding herein. **The PBCHA may choose to utilize the “Pool” to also complete needed small construction or maintenance work pertaining to the PBCHA’s Capital Fund Program (CFP), Unit Turn-around Work, and any other such small construction work the PBCHA needs to complete for any PBCHA program. The PBCHA anticipates that this “small construction work” will typically be for task order awards less than \$50,000 each (typically much less, but may be more, at the PBCHA Contracting Officers discretion).**

4.7 Maintenance and Construction. **As some of the work ensuing from an award of this RFQ may be maintenance-related and some of the work may be construction-related, the PBCHA will make this determination when a task order is awarded. All offerors must remember that the labor rates detailed within Attachment P, attached hereto, pertain to maintenance-related work; and the current Davis-Bacon wage rates (“current” meaning at the time of assignment of a construction-related task order) will pertain to all construction-related work assigned (and the then-current Davis-Bacon Wage Rates will be issued for each applicable construction-related quote issued).**

The PBCHA is first conducting this RFQ process to receive technical proposals from contractors to qualify those firms to be placed in a Pool of Contractors eligible to provide construction and maintenance services (via additional quotes/task order) to the PBCHA.

Davis-Bacon Federal Wage Rates. As detailed within pertinent Federal Regulation, the Contractor is required to pay Davis-bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work will be included with each construction-related quote that the PBCHA may issue. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (i.e., on-site interview; certified payrolls; etc.). A Davis-Bacon Wage Decision (DBWD) will be issued for any quote that such rates may pertain thereto. The offerors are advised that Davis-Bacon labor standards will apply to this work. These labor standards require that workers receive no less than the prevailing wages.

A fully executed PBCHA Notice of Completion form, signed by the Contractor and PBCHA. Submission of the executed PBCHA Notice of Completion is a mandatory prerequisite for payment. PBCHA shall not process partial or final payment, nor issue formal acceptance, without the completed Notice of Completion and successful final inspection.

This scope of work may change due to unforeseen issues that may occur or become apparent during repairs. All repairs are required by the housing authority to be made using current construction standards and using proper construction materials. Any work required outside the original scope of work must be clearly defined and submitted in writing by the Contractor prior to changes being made. Any change orders submitted and approved will be an addendum to the original contract/purchase order and payments will be made accordingly. Any change orders not approved and signed by

Palm Beach County Housing Authority (PBCHA) representative will be at the contractor's expense.

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

It is the responsibility of the Contractor to provide a schedule for all work requested by the Contract Administrator in advance. The Contractor MUST consider that each resident requires 48 hours' notice prior to unit entry. The Contractor shall be responsible for providing a detailed schedule for each individual unit. The schedule must include the duration PBCHA requires for resident notification. The PBCHA requires the successful offeror to have a complete construction plan schedule prior to starting work and to have that plan approved by the Contract Administrator or his designee, five (5) calendar days prior to the projected start date.

The PBCHA will give access to contractors for each unit based on contractor's proposed work schedule. Forty-eight (48) hours' notice is required before entering each unit.

GUARANTEE AND WARRANTIES

- (a) Labor and Workmanship must be warranted for a period of one (1) year.
- (b) In addition to any other warranties in this contract, the Contractor warrants, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor to supplier at any tier. This warranty shall continue for a period of 365 days (one year unless otherwise indicated) from the date of final acceptance of work.
- (c) The Contractor shall restore any work damaged in fulling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within 5 days after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within 5 days after receipt of notice, the PHA shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) Manufacturer warranties shall be provided at closeout.

SANITARY FACILITIES

The Contractor may not use the sanitary facilities in any dwelling unit during the course of the work. Please plan to use the restroom facilities located in the leasing office during working hours.

DEBRIS REMOVAL

Successful offerors are responsible for the daily removal of all debris removal. All materials must be disposed of off-site at a landfill or authorized waste facility. The owner's dumpsters are designated for resident use **ONLY** and may not be used for construction debris.

All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

The Contractor must examine the work area and determine any unsuitable work condition.

Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the PBCHA's representative in written form.

Failure to comply with this requirement may result in corrective action.

This space was intentionally left blank.

Task Order Sample

Contract Number: _____ Task Order No.: _____ Date Issued: _____

Vendor Name: _____ PBCHA Property/Program: _____

Property Address/Building: _____ Unit(s): _____

Type: ☐ Emergency ☐ Urgent ☐ Routine ☐ Preventive Maintenance ☐ Repair ☐ Replacement
☐ New Installation

Detailed Description of Services Needed:

Check One: ☐ Diagnostic report ☐ Photos ☐ Cost proposal ☐ Product data/submittals ☐ Permits

☐ Engineer/AHJ documents ☐ Startup report ☐ Warranty documents ☐ Closeout package

Resident / Site Conditions: ☐ Occupied unit ☐ Vacant unit ☐ Common area ☐ Office / Support space

Special Access, Protection, or Communication Requirements:

Notice to Proceed Date: _____ **Unit price** ☐ Lump sum ☐ Time and materials (only if expressly authorized) ☐ PM schedule rate

Approved Price / NTE Amount: \$ _____ **Number of Units/Systems:** _____

****CHANGE IN SCOPE OR AMOUNT ABOVE THIS AUTHORIZATION REQUIRES PRIOR WRITTEN PBHCA****

All work shall comply with PBCHA specifications, the RFQ and contract documents, HUD requirements, NSPIRE-related habitability requirements, Florida Building Code, applicable mechanical/electrical codes, AHJ requirements, OSHA, EPA refrigerant rules, manufacturer instructions, and permit/inspection requirements.

Contractor Authorized Representative: _____ Date: _____

PBCHA Contract Administrator: _____ Date: _____

PBCHA Department / Program Approval: _____ Date: _____

V. EVALUATION AND AWARD CRITERIA

Respondents will be evaluated against the criteria below to assess their experience, technical capability, service capacity, past performance, preventive maintenance and quality control approach, and safety and regulatory compliance. The evaluation is intended to establish whether a respondent possesses the experience, resources, and capability necessary to successfully perform the required HVAC services and is not intended to rank or award preference among otherwise qualified contractors.

A respondent must achieve a minimum passing score of 80 points out of 100 to qualify for admission to the HVAC Services Vendor Pool. Respondents achieving a score of 80 points or higher and satisfying all mandatory contractor qualification, licensing, insurance, bonding, certification, legal, and responsibility requirements shall be considered qualified for admission to the Vendor Pool.

This Vendor Pool is being established on a qualifications-based selection basis consistent with 2 CFR 200.320. Pricing is evaluated separately for reasonableness and is not a factor in the 100-point qualification score; the basis for this procurement method is documented in PBCHA's procurement file for this solicitation.

PBCHA reserves the right to determine whether a respondent is responsible and capable of performing the required services based upon the totality of the information available to PBCHA, consistent with applicable law, PBCHA policy, and the requirements of this solicitation.

Max Point Value	Factor Description
30 points	Firm's Experience and Qualifications: Describe the qualifications and experience of project managers, supervisors, and lead technicians. Length of time the firm has been in business. Experience with governmental, public housing, commercial, or multifamily residential facilities.
25 points	Firm's Capability: Describe firm ability to consistently complete HVAC install work within four (4) business days, including staffing levels, sequencing, and material management. Identify a listing of available crews, backup staffing, and ability to complete multiple installs at one time. Financial stability and organizational capability.
15 points	Preventive Maintenance and Quality Control Approach: Contractor approach to routine inspections and preventive maintenance. Methods for identifying deteriorating or failing equipment.
15 points	Past Performance and Reference: Firm shall provide a list of references for prior project performance for the last three years (5 minimum preferred).
10 points	Capacity and ability to Respond: Current workload. Staffing availability. Ability to respond to emergency service requests. Dispatch procedures and communication protocols. Availability of sufficient technicians, vehicles, equipment, and materials to support emergency demands.
5 points	Section 3: Proposed plan for the utilization of minority business enterprises and Section 3 residents in the execution of services under this contract.
Max Value 100 Points	Total Points

Reference checks are mandatory, not discretionary. PBCHA shall contact a minimum of three (3) references per respondent and shall document the results of each reference check in the evaluation file to ensure consistent treatment across all respondents.

- 1) **NEGOTIATION AND AWARD:** Selection shall be made of an offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Qualifications. Negotiations shall be conducted with the offeror(s) selected. The PBCHA shall retain the right to negotiate the amount of fees that are paid to the successful offeror(s), meaning the fees proposed by the top-rated offeror(s) during negotiations may, at the PBCHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the PBCHA has chosen a top-rated offeror(s). If such negotiations are not, in the opinion of the Contracting Officer, successfully concluded within 5 business days, the PBCHA shall retain the right to end such negotiations and begin negotiations with the next-rated offerors.

VI. GENERAL & SUPPLEMENTARY CONDITIONS

- A. **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.**
- B. **Verification of 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 to have access to any unit, building, or area without obtaining permission.
- C. **Default:** Any award resulting from this specification may be canceled or annulled by the Contracting Officer in whole or in part by written notice of default to the awardee upon non-performance or violation of award terms. An award may be made to the next lowest offeror, or services specified may be purchased on the open market. Failure of the awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Contracting Officer, shall constitute award default.
- D. **Performance Assurance:** The awardee may be required to furnish in writing that they maintain permanent places of business and have adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.
The Palm Beach County Housing Authority reserves the right to inspect the offeror's place of business and equipment to determine the responsibility of said offeror to perform or provide the requirements of the proposal request prior to awarding any award.

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E. Quality Assurance:

- a. Pre-Inspection Meetings: Conduct meeting to verify project requirements and conditions.
- b. In the event any work performed under the Contract is deemed unsatisfactory to PBCHA; the Contractor shall be notified in writing of the deficiency. Corrective action shall commence within 24 hours of notification. All work found unacceptable to PBCHA shall be corrected by the Contractor at no additional cost to PBCHA. In the event corrective action is not taken in a timely manner, as determined by the Contract Administrator, PBCHA reserves the right to terminate the contract or any portions thereof.
- c. The Contractor shall take all necessary precautions during the period of service to protect existing facilities from damage by all workers, including Subcontractors. Any property damage caused by the contractor's employees or Subcontractors will be the responsibility of Contractor, at no additional cost to PBCHA. Contractor will hold PBCHA harmless in the event of any loss, damage or theft to contractor's or Subcontractor's equipment onsite.

F. Davis-Bacon Wages: applies – See Attachment P.

G. 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.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. Pre-proposal Conference:

There will be a pre-proposal conference for this RFQ held at 3333 Forest Hill Blvd., West Palm Beach, FL 33406 on Tuesday, September 1, 2026, at 2:00 PM. Meeting information will be forward to any firm that emails to request a zoom link at procurement@pbchaf1.org, if they would like to attend remotely.

B. Proposal Submission:

The proposal shall be in a sealed envelope or sealed package and addressed as directed on Page 1 of the solicitation. One (1) original and five (5) copies must be submitted to the issued agency on or before closing date. Offerors must also include an electronic copy on a USB drive with the response to the RFQ. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request For Proposals No. PBCHA-RFQ-2026-15
Closing Date: October 6, 2026; 2:00 PM
Title: HVAC Installation and Maintenance Services
Firm Name and Offeror's Authorized Contact Person: _____
Telephone number of Contact Person: _____
Name of Procurement Officer: LaQuavial Pace, Contracts and Procurement Manager

Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of PBCHA's official files and will not be returned to the offeror.

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

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

- i. 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).
- ii. 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.
- iii. A written narrative statement to include:
 1. Describe the Offeror's understanding of the work to be performed in the RFQ.
 2. Identify if the Offeror is a local, regional, national, or international firm.
 3. 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 Work, along with percentage of participation description of the

relationship of the Offeror to such firm(s). (e.g., joint venture, subcontract, etc.)

4. Contractor shall provide copies of contractor's license, DBE certificate, MVB certification, SBA certificate, and a copy of PBC business tax receipt.
5. 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.
6. A list of at least five (5) 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.
7. Confidential Material. Any materials submitted by Offerors that are to be considered as confidential must be clearly marked as such, provided, however, that the Offerors acknowledges that Florida's Sunshine Act requirements apply to the Authority and, as such, may apply to the submitted Proposal.
8. 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 contents 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 if the evaluators are unable to find where the RFQ requirements are specifically addressed.
9. Each copy of the proposal should be bound or contained within a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the 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 119.07 Florida Statutes, 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 trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

D. 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.

E. Pricing and Delivery:

Offeror must quote a firm fixed prices for all services in this RFQ, which includes any travel associated with service provision. After the initial evaluation, the Authority will negotiate with the firm to establish best and final offer.

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

F. Proposal Documents:

The Offeror shall examine this proposal carefully. Ignorance of these requirements will not relieve the Proposer from liability and obligation under the contract.

VIII. 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 fulfilled 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. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals 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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

G. PAYMENT:

1. To Prime Contractor:

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

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.

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

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

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

2. To Subcontractors:

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

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

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

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

and federal procurement guidelines outlined in the Florida Public Proposal Law and the HUD handbook 7460.8 Rev 2 shall apply.

I. MINIMUM QUALIFICATIONS OF OFFEROR: Contractors must meet all minimum qualifications to be considered responsive. Firms failing to meet any requirement below will not be evaluated or scored.

a) Qualifications Requirements

1. Valid Florida contractor license(s) appropriate for the HVAC services to be performed under this solicitation.
2. Minimum of three (3) years of verifiable experience performing occupied-unit HVAC installation, system replacement, repair, and preventive maintenance services for multifamily residential, public housing, affordable housing, healthcare, hospitality, higher education, or similarly demanding portfolios.
3. Documented successful performance on at least five (5) comparable contracts within the last seven (7) years, including at least three (3) contracts involving occupied residential or comparable continuously occupied facilities and at least two (2) contracts that included HVAC replacements or installations exceeding twenty (20) systems in aggregate.
4. Provide owner references for each comparable contract, including owner name, contact person, telephone number, email address, contract value, dates of performance, number of units/buildings served, and a brief description of work. PBCHA may reject unverifiable or materially inflated experience claims.
5. Firm must designate: (a) a licensed qualifying agent actively responsible for the work; (b) a project manager or field superintendent with at least seven (7) years of direct HVAC supervisory experience; and (c) lead service/install technicians with current EPA Section 608 certification appropriate to the work assigned.
6. Firm must maintain a permanent business office, dispatch capability, and sufficient staffing to support routine service, emergency response, simultaneous task orders, and countywide coverage without excessive reliance on temporary labor.
7. Firm must submit a written operations and staffing plan identifying key personnel, crew structure, supervisory ratios, emergency contact procedures, quality-control process, material sourcing strategy, and

average mobilization capability for emergencies, urgent, and routine work.

8. Firm must demonstrate the ability to obtain permits, pass inspections, prepare or procure required drawings/engineering documents, and furnish payment/performance bonds or other project-specific security when required by task order.
9. No current HUD, federal, state, or local debarment, suspension, ineligibility, or unresolved license suspension. Any termination for cause, default, major code violation, OSHA serious/willful citation, or material licensing discipline within the last seven (7) years must be fully disclosed with corrective-action explanation. PBCHA may determine such history renders the firm non-responsible.
10. Firm must provide evidence of satisfactory insurance history and current coverage meeting PBCHA requirements. Excessive claims history, repeated lapses in coverage, or inability to meet project-specific insurance requirements may be grounds for rejection.
11. PBCHA may deem a proposal non-responsive if the offeror fails to submit clear documentary evidence supporting each minimum qualification.

b) Firm's Capability and Performance Threshold

1. Demonstrated ability to complete a standard occupied-unit like-for-like HVAC replacement within one (1) business day per dwelling unit under normal conditions, or to implement safe temporary measures and an approved recovery plan when same-day completion is not feasible.
2. Demonstrated ability to provide after-hours response, protect resident property, maintain professional conduct in occupied units, and coordinate tenant communications and access without repeated missed appointments or avoidable callbacks.
3. Demonstrated track record of code-compliant workmanship, accurate documentation, timely closeout, and successful final inspections on comparable public or private projects.

c) Resident Interaction Experience and Habitability Requirements

1. Contractors must demonstrate successful experience performing work in occupied dwelling units while minimizing disruption, protecting resident belongings, and maintaining safe and habitable conditions throughout the work.

2. All personnel assigned to PBCHA sites must present themselves professionally, comply with site access and identification requirements, communicate respectfully with residents and staff, and be capable of working in sensitive, occupied environments.
3. Contractors shall ensure each dwelling unit is left safe, secure, weather-tight, sanitary, and functionally habitable at the conclusion of each workday unless PBCHA expressly authorizes another condition in writing.
4. Failure to comply with these minimum qualifications or resident-protection requirements may result in rejection of the proposal, removal from the contractor pool, suspension from task orders, or any combination thereof.

Failure to comply with this requirement may result in removal from the contractor pool.

PBCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to PBCHA all such information and data for this purpose as may be requested.

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

J. 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.

K. 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.

- L. CONTRACT TERM:** The base contract term shall be three (3) years, with two (2) one-year renewal options, exercise able at the sole discretion of PBCHA, for a maximum potential contract term of five (5) years, subject to funding availability and satisfactory contractor performance.

PBCHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ but will reserve the right to award work on an as-needed basis.

- M. RENEWAL OF CONTRACT AND PRICE INCREASE:** This contract may be renewed by the Palm Beach County Housing Authority (PBCHA) for (2 successive one-year periods) the terms and conditions of the original contract. Price increases may be negotiated annually. Written notice of the intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- N. 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.

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

- a) By mutual agreement between the parties in writing.

- O. INSURANCE:** By signing and submitting a proposal 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.

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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.

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Type	Limit Not Be Less Than
Commercial General Liability	1,000,000 per occurrence and \$ 2,000,000 in the aggregate for bodily injury, personal injury, and broad form property damage, including the following coverage: Contractual Liability, Premises and Operations; Products & Completed Operations; Independent Contractors & Subcontractors; Sexual Molestation and Abuse. Coverage shall be endorsed to apply on a per project or per contract basis.
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage coverage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles.
Worker's Compensation	Meeting all the statutory requirements of the State of Florida and with the following Employer's Liability limits: Bodily Injury by Accident - \$ 500,000 each accident Bodily Injury by Disease - \$ 500,000 policy limit Bodily Injury by Disease - \$ 500,000 each employee

P. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, PBCHA will publicly post such notice on website (www.pbchafl.org) for a minimum of 10 days.

Q. 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.

R. 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.

S. NONDISCRIMINATION OF CONTRACTORS: An Offeror, 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.

T. 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.

U. 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 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.

V. MINORITY BUSINESS PARTICIPATION: The Contractor shall use its best efforts to comply with the commitment it has made in the Proposal 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.

IX. SPECIAL TERMS AND CONDITIONS:

A. Notices:

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

Palm Beach County Housing Authority
Procurement and Contract Administration
3333 Forest Hill Blvd
West Palm Beach, FL 33406
ATTN: LaQuavial Pace, Contracts and Procurement Manager

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

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. PROPOSAL ACCEPTANCE PERIOD: Any Proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at

the written request of the Offeror. If the proposal 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 Proposal Law s.112.311 of Florida Statutes), The Florida Communications Fraud Act (Section 817.034).

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

H. **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.

I. **SAFETY STANDARDS**: All personnel shall, at all times, wear approved clothing, hard hats, safety vests, and any other equipment required to meet OSHA standards.

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

- a. The Contractor shall perform all work in safe and professional manner in accordance with the highest standards of the governing construction industry association.

J. **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.

K. **WORK SITE DAMAGES:** 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.

X. **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 of 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

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ATTACHMENTS

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.