



Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33402
Telephone: 561-822-2100
Telefax: 561-822-1564

ITB 10-11-33

Housing Rehabilitation of Eight (8) Single Family Residences

The City of West Palm Beach is accepting bids from experienced and qualified contractors for housing rehabilitation work to be performed on owner-occupied single family residences located within the City of West Palm Beach.

Time is of the essence and any proposal received after **3:00 p.m., EST, Thursday, September 8, 2011**, will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Respondents are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

In accordance with Sec. 66-63 of the City Code of Ordinances, **PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Respondents are responsible for ensuring that their proposal is clocked as received by the deadline indicated.** The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such proposals will not be accepted. Offers received by telephone, telegram or facsimile will not be accepted, unless specifically requested in the solicitation documents to do so.

A bidder shall submit **one (1) original, five (5) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice to and proposals must be delivered or mailed to:

All bids must be delivered or mailed to:

City of West Palm Beach
Althea Pemsel, MA, C.P.M.
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Please Note:

Envelopes Containing Bids Must Be Identified As ITB 10-11-33

There Are Mandatory Site Visits Scheduled For These Projects. Attendance Is Required.

Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

Publish: Palm Beach Post
August 28, 2011

Housing Rehabilitation of Eight (8) Single Family Residences

1. Purpose and Intent

The purpose and intent of this Invitation to Bid is to establish for each residence (hereinafter "Case") a fixed price for the work specified in the Scope of Work (Appendix I).

These projects are funded by the State Housing Initiative Program (SHIP), Community Development Block Grant (CDBG) and HOME programs and will be administered by the City of West Palm Beach Department of Housing and Community Development (HCD). The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance. Federal required contract provisions are stated in Appendix IV.

2. Residence Locations

Name	Address	Case Number
Evelyn Vickers	1360 Palm Beach Lakes Blvd.	08/09-171
William & Headie Brown	927 Australian Ave.	07/08-076
Ivy Spencer	709 43 rd Street	07/09-121
Willie Hill	1105 State Street	07/09-154
Leticia Jackson-Moore	1425 13 th Street	07/09-113
Juan Gonzalez	3340 El Vedado Ct E	
Janet Dodd	3306 Australian Court	
Edythe Newberry	1018 10 th St	

3. Site Visit Schedule

MANADATORY SITE VISITS ARE SCHEDULED AS FOLLOWS:

August 31, 2011 from 9:00 am until 10:00 am

William & Headie Brown, 927 Australian Ave.

August 31, 2011 from 10:30 pm until 11:30 am

Evelyn Vickers, 1360 Palm Beach Lakes Blvd.

August 31, 2011 from 1:00 pm until 2:00 pm

Ivy Spencer, 709 43rd St.

August 31, 2011 from 2:30 am until 3:30 pm

Willie Hill, 1105 State St.

September 1, 2011 from 9:00 am until 10:00 am

Leticia Jackson Moore, 1325 13th St.

September 1, 2011 from 10:00 am until 11:00 am

Juan Gonzalez, 3340 El Vedado Ct E.

September 1, 2011 from 11:30 am until 12:30 pm

Janet Dodd, 3306 Australian Ct.

September 1, 2011 from 2:00 pm until 3:00 pm

Edythe Newberry, 1018 10th St.

Contractors are prohibited from making contact or visiting the site before or after the walk through. Any contact with the client prior to or after the walk through will be cause for disqualification.

4. Minimum Requirements

The following requirements must be met in order to be considered for award. Failure to provide the required information and failure to provide evidence of satisfactory completion of prior projects will be cause for rejection. All decisions of the City are final.

1. Complete and submit Bidder Information.
2. Submit all documentation as required on the **Bid Submittal Checklist**. (APPENDIX II)
3. Provide references for a minimum of three (3) prior projects, completed within the last three (3) years, for services similar in scope which were completed on time and within budget. Bidder must provide complete scope of work, contact names, addresses, telephone numbers and dates of service. A contact person must be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may check references.
4. Submit a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the Bidder Information Page.
5. At time of bid submittal, possess the following current license(s) in the name of the bidder on the Bidder Information Page, and submit a copy of one of the following current license(s) in the name of the bidder:
 - a. State of Florida Certified General Contractor; or
 - b. State of Florida Certified Building Contractor; or
 - c. State of Florida Certified Residential Contractor
6. Submit a copy of a current Occupational License for Palm Beach County, or the current occupational license issued to the bidder shown on the Bidder Information page. It shall be the responsibility of the successful bidders to submit, prior to commencement of work, a current Occupational License for Palm Beach County, a City of West Palm Beach Business Tax Receipt and all permits required to complete services at no additional cost to the City.
7. Attend the Mandatory Site visit and submit Site Visit Affidavit. Failure to submit, sign and notarize the Affidavit for the proposed case(s) shall result in the bidder not being eligible for award.

8. Submit Bid Proposal. Failure to sign the Bid Proposal will cause bid to be rejected in its entirety.
9. Submit Itemized Bid Proposal for each case. Failure to submit and sign the itemized bid proposal shall result in the bidder not being eligible for award.
10. Submit all required proposal documents to the Procurement Division on or before the due date and time. Failure to submit all required documentation may be cause for rejection.

Responses must be typewritten or legibly written in ink, and must be signed in ink by an agent of the company having authority to bind the company. **Failure To Sign The Forms At The Indicated Places Shall Be Cause For Rejection.**

The housing rehabilitation cases must be completed within a specific timeframe. Therefore, it is imperative that the City contract with a company(s) that has a proven track record and the experience of completing projects of similar size and complexity. Contractors must meet the minimum requirements in order to be considered for award. Contractors not meeting the minimum requirements will be disqualified. All decisions of the City are final.

5. **Registration**

Bidders are required to register with the Procurement Office in order to receive addenda to this Invitation to Bid. Complete the Registration Form, and fax or mail to the address noted below. Notification must be received by the Procurement Division on or before 5:00 p.m., Monday August 29, 2011.

City of West Palm Beach
Procurement Division
West Palm Beach, FL 33402
Fax: 561-822-1564

It is the responsibility of each bidder to ensure that they receive all addenda. The City shall have no responsibility to provide addenda issued under this ITB to any company that did not timely submit the Registration Form to the City.

6. **Clarification/Interpretation and Addenda to the Bid**

No interpretation or changes to the meaning of the Invitation to Bid will be made to any Bidder orally, except by written addendum. All questions regarding this bid should be submitted in writing and must be received no later than ten (10) calendar days prior to the closing date for bid submittal, addressed to: City of West Palm Beach Procurement Division, PO Box 3366, West Palm Beach, FL 33402. Ph: (561) 822-2100, Fax: (561) 822-1564 or email to: mhansraj@wpb.org

All questions that change the scope of work or alter the contents of these documents will be answered via an addendum. Addendums will form an integral part of the bid and shall modify and become part of the bid document. Contractors shall sign and submit all addenda issued with bid proposal.

7. **Scope of Work**

The Scope of Work for each case is provided in Appendix I. Contractor shall verify all dimensions and quantities. Contractor shall refer to the City of West Palm Beach "General Rehabilitation Bid Specification Manual" in Appendix V, which complements the scope of work. Contractors are urged to read this document carefully.

For cases **requiring lead-based paint abatement**, the contractor submitting a bid must be, or must hire, an EPA certified lead-based paint abatement contractor as a subcontractor.

Once the contract for the work is awarded, the contractor will be required to sign a Contractor-Homeowner- City Agreement.

Upon contract execution, the City will issue a Notice to Proceed. Contractors must commence work within thirty (30) days of the issuance of the Notice to Proceed. Contractors must complete work within the timeframe stated on the Notice to Proceed.

8. **Lead Abatement**

For cases requiring lead-based paint abatement, the Contractor will be responsible for providing proof of Clearance Testing upon completion of lead abatement. No work shall be permitted to continue on the property until clearance has been achieved.

If the lead-based paint abatement requires temporary relocation of the client, the City shall be responsible for payment of said temporary relocation costs for the number of days specified in the scope of work for the respective case. The contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing, and paid by the City, shall be deducted from the contractor's final payment.

9. **Inspections and Payment**

Payment will be made on a reimbursement basis to the contractor following inspection and completion of the work and sign-off by the Homeowner and the City's Rehabilitation Specialist. For larger contracts, the City will consider two (2) partial payment requests based on interim inspection. Partial Payment requests shall not exceed fifty percent (50%) of the total contract value.

The Contractor may submit a final invoice upon issuance of a Certificate of Final Inspection from the Housing & Community Development Department, a signed copy of the Owner's Release and completion of all of the following items:

1. Notarized and corporate sealed Final Releases of Liens from all claims or liens arising out of the work for labor and materials from all sub-contractors and suppliers.
2. Notarized and corporate sealed Final Release of Liens from Contractor.
3. All pre-requisites for substantial and final completion have been met.

10. **Change Orders**

Change orders must be in writing and approved by the homeowner and the City, in writing, prior to any additional work being done on the property. Prices stated on the bid proposal shall be a firm, fixed price for all scope item numbers specified. Change orders will not be approved for

work included in the scope or when the Contractor has failed to properly evaluate the extent of the rehabilitation.

11. **Bidders Understanding**

Bidders shall make all investigation necessary to thoroughly inform themselves regarding the bid, including attendance at the mandatory site visit to ascertain, by inspection, pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City shall make available to all prospective bidders, prior to the receipt of bids, any available information that may be requested by bidders. Any such data will be distributed to all prospective bidders as the best factual information available, without presumption of responsibility for its accuracy or for any conclusions that the bidder may draw there from. The Bidder shall accept the site or sites in their present condition.

12. **General Requirements**

All bid items must include prices for furnishing all labor, material, equipment, supplies, and incidental costs such as, but not limited to, mobilization, traffic maintenance, supervision, inspection, servicing, permit fees, taxes, bonds, insurance, miscellaneous hauling, disposal of construction debris, warranty, overhead and profit to complete the rehabilitation for each case specified.

The contractor(s) may use either in-house staff or sub-contractors to perform plumbing, electrical, landscaping, painting, and other construction functions to complete the rehabilitation of each home. Contractor and Subcontractor must be properly licensed in the trade for which work is being performed.

The contractor must have sufficient resources to be able to work multiple jobs at the same time. The job foreman must be fluent in English and be present on the job site during all work.

A Pre-Construction meeting will be held between the Contractor, Owner and the assigned Housing Rehabilitation Specialist to review the scope prior to commencement of work.

Contractor must keep the City advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Department of Housing and Community Development to cancel the contract.

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of West Palm Beach, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

13. **Responsibilities of the Contractor(s)**

a. The City expects each contractor to provide good quality work that meets or exceeds industry standards and to complete each home within the scheduled completion date. Time is allowed for bad weather days, change orders, and any additional time as noted on the inspection reports.

b. The contractor must comply with all applicable laws, ordinances, and codes of the local, state and federal government and must, at their own expense, secure and pay the fees or charges for all permits required for the performance of the contract work.

c. The contractor is responsible for all damages to persons or property that occurs as a result of their fault or negligence in connection with the execution of the work. The contractor is responsible for the proper care and protection of all work performed until the completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

d. The safety provisions of applicable laws and building and construction codes are observed and the contractor must take such additional safety and health measures as the City may determine to be reasonable and necessary. Machinery, equipment and all hazards must be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Contraction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local, state or federal laws. The contractor must maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work under the contract. The contractor must promptly furnish the City with reports concerning those matters.

e. The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the homeowner or City. Staged materials shall be organized and placed so they do not interfere with access to the property.

f. Contractor(s) work shall be performed Monday through Friday from 8:00 AM to 6:00 PM.

g. The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

h. Whenever electric, telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the contractor, the proper utility agency and homeowner shall be consulted.

14. **Permits and Fees**

It shall be the responsibility of the contractor(s) to comply with City Ordinances to identify and make payment for all necessary permits from all applicable regulatory agencies. Contractor(s) must produce a receipt for registration with the Occupational License Division of the City prior to execution of a contract. (F.S. 218.80)

15. **Time of Completion**

The work to be performed under the resulting contract(s) must commence within thirty (30) days of the issuance of the Notice to Proceed. Time is of the essence. Contractor(s) must complete all work specified to rehabilitate each case within the timeframe stated on the Notice to Proceed. Time permitted to complete the work varies by project and is indicated on the Scope of Work and will be noted on the Notice to Proceed.

The City reserves the right to limit the number of cases awarded to a particular bidder, based solely on the City's determination of bidder's capacity to perform. The City reserves the right to award said cases to other bidders. All decisions of the City are final.

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16. **Award**

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The City will award on a case by case basis to the most responsive and responsible bidder(s) whose Proposal is most advantageous to the City and to the program participant. Upon close examination of all bids, the City shall make a determination on the apparent lowest responsive, responsible bidder that does not exceed 115%, or is lower than 85%, of the HCD cost estimate and meets the terms, conditions and specifications of the bid and will result in the best interest of the program participant and the City.

The bidder may be asked to provide sufficient evidence to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operational controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City reserves the right to reject Bid Proposals from contractors that do not meet the minimum requirements. The City reserves the right to reject Bid Proposals from contractors who have previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award.

17. **Acceptance/Rejection/Cancellation**

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City.

The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation on the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable price analysis values; 7) bids in excess of the approved budget for the project.

18. **Inspection, Standards, Workmanship**

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.

Further, the City will, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

All work shall be performed according to the standards of the building industry and to the complete satisfaction of the City. All work shall conform to Palm Beach County and City of West Palm Beach Building Codes and be inspected by City and/or County officials as required by the applicable building code(s).

The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials.

All work conducted on private property shall be restored back at the minimum, to original condition prior to start of work, and shall be approved by the City of West Palm Beach Construction Supervisor or designee, and the property owner.

19. **Unsatisfactory Performance**

The City may consider the following performance by the contractor as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to:

- a. Failure to complete all aspects of signed contract and attached scope of work.
- b. Failure to complete final punch list from owner and City representative.
- c. Failure to provide a copy of inspection card showing all signed inspections, through final Certificate of Occupancy from the Building Department.
- d. Failure to provide warranty documentation on appliances.

20. **Performance Warranty**

Work performed under the contract shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The Contractor shall guarantee all work included in the contract against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within the period of one year after completion of work. The warranty period shall commence upon date of issuance of the Certificate of Final Inspection.

21. **Material Warranty**

Equipment, material and parts furnished under the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Contractor shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in contract documents. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for the contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of issuance of the Certificate of Final Inspection. Contractor shall provide the Owner and authorized City representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

22. **Safety**

Contractor shall provide all equipment and tools appropriate for the type of task for which it's used, and shall be well maintained, calibrated, and in proper working order before use in the performance of the service. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report immediately to the City authorized representative the existence of unsafe condition(s), which will compromise the performance of the service. All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) Standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

GENERAL TERMS AND CONDITIONS

1. SUBMITTAL INFORMATION

The original AND five (5) copies of your bid shall be submitted to the Procurement Division at the time and date specified. At the designated time and place, the City Procurement Official or designee will publicly open the bids. These documents constitute the complete set of specification requirements and bid forms. It is the responsibility of the bidder to insure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. **ALL BID PROPOSALS MUST BE SUBMITTED ON THE PROVIDED INVITATION FOR "BID PROPOSALS" FORM. BID PROPOSALS ON CONTRACTOR LETTERHEAD/QUOTATION FORMS WILL NOT BE ACCEPTED.**

All bids must be typed or legibly written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **SIGNATURES ARE REQUIRED WHERE INDICATED; FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF BID.**

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

2. PRICE/ACCEPTANCE/DELIVERY

Time is of the essence and the delivery time specified must be followed. Should the successful bidder, to whom the contract is awarded, repeatedly fail to deliver on or before the specified time, the City reserves the right to CANCEL the contract. If the successful bidder shall be delayed in the delivery by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the period herein specified for delivery shall be extended by such time as shall be approved by the Procurement Official.

3. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful bidder. Contractors or sub-contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Contractor be authorized to use the City's tax Exemption Number in securing such materials.

4. EEO STATEMENT

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

5. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

a. Contractors doing business with the City are prohibited from discriminating against any employee, applicant for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods and training selection.

b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/sub-contractor and the City of West Palm Beach for any terms and conditions not specifically stated in the Invitation for Bid.

c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.

d. This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, bid document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

6. INSURANCE REQUIREMENTS

The awarded contractor must procure and maintain for the life of the contract agreement insurance coverage obtained and written in the State of Florida of the following types and amounts:

A. Worker's Compensation Insurance: Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$100,000.00. Contractor shall ensure that all sub-contractors comply with this requirement.

B. Comprehensive General Liability: This occurrence form policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this contract. The minimum amount of coverage shall be \$1,000,000.00 Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. Automobile Liability: Insurance must be an occurrence form policy and minimum amount of coverage shall be \$300,000.00, Combined, Single Limit for Bodily Injury and Property Damage Liability. This policy shall be an "Any Auto" or Comprehensive policy.

Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or Indemnity.

The City of West Palm Beach must be named as additional insured on all applicable policies.

Certification of Insurance covering the aforementioned insurance requirements must be submitted prior to the signing of a contract and maintained current on file with the City during the contract period. Thirty days written notice must be provided to the City in the event of insurance cancellation.

Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in work.

7. SELECTION OF BIDDER WITH WHOM TO CONTRACT

As per the Procurement Ordinance No. 3776-04, the selection of a bidder with whom to contract shall be based on the "best value to the City" using the following criteria:

- a. Proposed articles in relation to requirements and specifications
- b. Capacity to perform in terms of facilities, personnel and financial viability,
- c. Amount of the bid in relation to the needed goods, services or construction,
- d. Past performance,
- e. Skill and experience, and
- f. The content of the bid

8. PROTECTION OF PROPERTY

The successful bidder shall at all time guard against damage or loss to the property of the City of West Palm Beach or of other Contractors or sub-contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of West Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents. The contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The City of West Palm Beach will not be held responsible for any loss of contractor property due to theft or vandalism.

9. DAMAGE TO PERSONS OR PROPERTY

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor, and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

10. CHARACTER OF WORKMEN AND EQUIPMENT

All workers provided by the contractor for work hereunder, shall be the best available for the kind of work performed. Any person employed by the Contractor whom the Procurement Official or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Procurement Official be removed from the job, and shall not again be employed under this contract.

11. BID FORMS

All bids must be submitted on Bid Proposal and Itemized Bid Proposal forms. Bids on Contractor quotation forms will not be accepted.

12. BIDDERS RESPONSIBILITY

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

13. BIDDERS PRICING

In the event of mathematical error(s), the unit price shall prevail and the bidder(s) total offer shall be corrected accordingly. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening. **Bids having erasures or corrections must be initialed in ink by the bidder. If the correction is not properly initialed, or if the intent or legibility of the correction is not clear, the proposal shall be rejected.**

Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the bid evaluation purposes unless otherwise specified in special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

14. RIGHT TO TERMINATE

The City may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, and does not remedy such failure within a period of 10 days (or such period as the Procurement Official may authorize in writing) after receipt of notice from the Procurement Official specifying such failure. In the event the successful bidder violates any of the provisions of the contract, the City may serve written notice upon such bidder of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and Contractor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 4292-10, relating to suspension and debarment may be applied.

15. PROTEST PROCEDURE

Protest procedures are provided in Article VII, Section 66-151 of the City of West Palm Beach Purchasing Ordinance No. 4292-10. Protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division. Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

16. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

17. SMALL BUSINESS (SB) POLICY

The City of West Palm Beach, in an effort to encourage small business participation in the City's procurement process, has adopted an Ordinance (Small Business Program Ordinance). This Ordinance is incorporated hereto by reference. However, bidders are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note that, regardless of whether a goal is established or not, the City encourages small business participation in all of its procurements.

The Small Business Division is responsible for monitoring compliance with the SB Ordinance. Questions relating to the SB Ordinance requirements or procedures should be directed to: Procurement Division, Attn: Small Business Compliance Specialist, PO Box 3366, West Palm Beach, FL 33402, tel. (561) 822-1275 Fax: (561) 822-1564.

In accordance with the SB Ordinance, a goal for SB participation has been set on ITB 10-11-33 in the minimum amount of 15% of the total contract value.

Bidders are encouraged to reference the Small Business Division's website at <http://www.cityofwpb.com/sbiz> for a directory of all currently certified small businesses. The directory is intended to assist bidders with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In addition, bidders/contractors may also reference the Palm Beach County Office of Small Business Assistance's website at www.pbcgov.com/osba for their directory of certified small businesses. All County certified small businesses can streamline the City's certification process by submitting the appropriate documentation.

These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

1. STATEMENT OF SUBCONTRACTOR PARTICIPATION

List all your City and County certified SB's -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City and County Certified** SB's can be used to meet the established goal.

2. SUBCONTRACTOR'S LIST

List the names and telephone numbers of SB's that submitted a quote to you, whether you will use them on this project or not. Also, include here, SB's listed in the Statement of Subcontractor Participation. Submit this form with your proposal.

3. LETTER OF INTENT

One form per SB subcontractor must be executed and delivered to the City's SB Division prior to

Contract award and will be made a part of the contract.

18. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

19. LOBBYING PROHIBITED

As to any matter relating to this ITB, bidders or anyone representing a bid are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the bidder.

The "No Lobbying Condition" is in effect from the date of publication of the ITB and shall terminate at the time the City awards the bid and executes the contracts, rejects all bids, or otherwise takes action which ends the solicitation process.

20. REJECTION OF BIDS

The Procurement Official reserves the right to reject any and all bids, in whole or in part, and to waive any informality in any proposal. Additionally, proposals may be considered irregular and may be rejected if the proposal:

- 1) Does not strictly conform to the requirements of the bid;
- 2) Shows omissions;
- 3) Bid form is altered;
- 4) Additions are added which were not called for;
- 5) Conditional terms by bidder;
- 6) Bid exceeds 115% or is lower than 85% of the HCD cost estimate or does not provide the best value to the City;
- 7) Abandonment of the project;
- 8) Bids are over the approved budget for the project; and/or
- 9) Does not provide binding signatures where required.

21. SUBCONTRACTING

If a contractor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with the Bid Proposal. **The City reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award.** The City reserves the right to make determination as to the foregoing.

22. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Procurement Official or designee.

23. INDEMNIFICATION

Contractor agrees to protect, defend reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Contractor any breach of the terms of this Agreement; provided however, the Contractor shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Contractor's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the contractor under this contract; as is considered necessary by the City, may be retained for the use of the City, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

24. CODES AND REGULATIONS

The contractor must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal Safety regulations for grounding of electrical equipment and for lockout/tagout/processes.

Bidder certifies that all material, equipment, processes, etc., contained in this bid meets all OSHA, ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered and/or inspected is found to be deficient in any of the aforementioned requirements in effect on date of delivery, all cost necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the Bidder.

25. CERTIFICATION, LICENSES AND PERMITS

Contractor must submit with bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County, or a current occupational license issued in the name of the vendor shown on the bid proposal page. If awarded contract, contractor will be required to obtain an Occupational License for the City and for Palm Beach County in the name of the vendor shown on the bid proposal page. It shall also be the responsibility of the vendor to submit, prior to commencement of work, any and all permits required to complete this

contractual service at no additional cost to the City. It is the responsibility of the successful bidders to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

26. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

27. LAWS TO BE OBSERVED

In the prosecution of this Contract, the Contractor shall exercise care to see that all Federal, State, county and Municipal Laws, ordinances or regulations are observed, both by himself and his direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

28. ANNULMENT OF THE CONTRACT

This contract, of which these specifications form an inseparable part, may be annulled by the City for the following reasons: a) failure on the part of the Contractor to supply equipment and personnel acceptable to the Procurement Official or his/her duly appointed representative; b) failure on the part of the contractor to observe the requirements of these specifications; c) failure on the part of the contractor to promptly remove defective equipment or incompetent personnel as may be directed by the Procurement Official.

29. NON COLLUSION

Bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, and discontinuation of services, removal from the vendor bid list, and/or disbarment or suspension from doing business with the City.

30. ON-SITE INSPECTION

An inspector may be designated by the City through the Procurement Official. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful contractor.

31. BANKRUPTCY/INSOLVENCY

At the time of submittal of bid, contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

32. INDEPENDENT CONTRACTOR RELATIONSHIP

The successful bidder(s) is and shall be, in the performance of all work, services and activities under the contract, and independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision and control.

33. PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this invitation to bid.

APPENDIX II

Rehab Contractor Bid Submittal Checklist

Please verify that you have included ALL required documentation as listed below. Failure to do so will result in your bid being disqualified from this bid opportunity.

- _____ Full set of specifications with line item pricing on each page and bidder's signature on last page.
- _____ List of **all** first tier subcontractors, vendors and/or suppliers who may work on the project or provide services/materials for the project.
- _____ Copy of Contractor's State license.
- _____ Copy of Contractor's proof of General and Automobile Liability insurance with the City of West Palm Beach Housing and Community Development Department as a named certificate holder.
- _____ Copy of Contractor's proof of Worker's Compensation insurance with City of West Palm Beach Housing and Community Development Department as a named certificate holder. If the Contractor has no employees, a copy of a Worker's Compensation exemption will be acceptable. If the Contractor has 1 or more employees, copies of Worker's Compensation coverage for all employees must be included.
- _____ Copies of licenses/tax receipts for all subcontractors on the subcontractor list. If the subcontractor is based in a County that does not require a license/tax receipt, proof of exemption on official letterhead from that County's Tax Collector or Construction Licensing Agency must be included.
- _____ Copies of proof of General and Automobile Liability insurance for all subcontractors.
- _____ Copies of proof of Worker's Compensation insurance for all subcontractors. If any of the subcontractors have no employees, a worker's compensation exemption will be acceptable. If the subcontractor has 1 or more employees, copies of Worker's Compensation coverage for all employee must be included.
- _____ All bids must be received in a **sealed envelope clearly marked "Bid Enclosed" along with the client's name, address and case number.**

INSTRUCTIONS TO BIDDERS

- 1) Please review the Bid Submittal Checklist and verify that you have included all required documentation before submitting your bid package.
- 2) First tier subcontractors, vendors and suppliers are defined as those whom the Primary (bidding) Contractor enters into agreements with and have lien rights for any labor, materials and services provided for each project.
- 3) If a permitting agency requires any drawings or engineering for a project, the drawings/engineering must be approved in writing by a City of West Palm Beach Housing & Community Development representative before the Contractor submits for permit. Engineering/drawings are not required to be included in the bid unless included in the bid opportunity as part of the specifications.
- 4) Should any of the required bid submittal items noted below be deficient at the bid opening, the bidder shall receive a twenty four (48) hour "cure" period in which to address the issue(s); failure to do so will result in disqualification.

"Curable" items are defined as follows:

- A) Expired license(s)
- B) Expired insurance certificate(s)

"Non-curable" items which will disqualify a bid are the exclusion of any required items listed on the bid submittal checklist with the exception of curable items A & B noted above.

- 5) Please direct any bid related questions regarding the project to the Housing Rehabilitation Specialist managing the project.

APPENDIX III REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Division by 5:00 P.M. EST, Monday, August 29, 2011, in order to receive addenda(s).

This form is to be faxed to 561-822-1564. It is ultimately the responsibility of the Proposer to ensure receipt of all addenda.

PLEASE WRITE LEGIBLY

COMPANY NAME: _____ DATE: _____
(ENTER THE ENTIRE LEGAL NAME OF THE RESPONDING COMPANY)

SIGNATURE: _____

PRINT NAME: _____ PRINT TITLE: _____

ADDRESS: _____

CITY, STATE _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

PREFERRED METHOD OF COMMUNICATION: _____ FAX _____ EMAIL

APPENDIX IV REQUIRED FORMS

The housing rehabilitation cases must be completed within a specific timeframe. Therefore, it is imperative that the City contract with a company that has a proven track record and the experience of completing projects of similar size and complexity. Contractors must meet the minimum requirements in order to be considered for award. Contractors not meeting the minimum requirements will be disqualified. All decisions of the City are final.

The Contractor shall submit the following required documents to the City of West Palm Beach Procurement Division located at 401 Clematis Street, 5th Floor, West Palm Beach, FL 33401, on or before the due date and time, Thursday, September 8, 2011 at 3:00 p.m. EST.

1. Bidder Information
2. Bid Submittal Checklist including all required documents
3. Copy of all required licenses and permits
4. Bid Proposal
5. Specification with line item pricing
6. Bidder's Affidavit Attesting to Site Visit(s)
7. References and Prior Project Experience, Form A
8. Schedule of Subcontractors, Form B
9. Small Business Forms (SB01, SB02, SB03)
10. Certification of Eligibility of General Contractor, Form C
11. Certification of Non-Segregated Facilities, Form D
12. Anti-Kickback Affidavit, Form E
13. Certification Regarding Lobbying, Form F
14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary
15. Covered Transactions, Form G
16. Drug Free Workplace Certification, Form H

PRICE SHEET

Name	Location	Case No.	Total Cost – All Items
1. Evelyn Vickers	1360 PBL Blvd .	08/09-171	\$ _____
2. William Brown	927 Australian Ave.	07/08-076	\$ _____
3. Ivy Spencer	709 43 rd St	07/09-121	\$ _____
4. Willie Hill	1105 State St.	07/09-154	\$ _____
5. Leticia Moore	1425 13 th St.	07/09-113	\$ _____
6. Juan Gonzalez	3340 El Vedado Ct E.		\$ _____
7. Janet Dodd	3306 Australian Ct.		\$ _____
8. Edythe Newberry	1018 10 th St		\$ _____

NOTE: Specifications with line item pricing must be completed and submitted for each case bid.

COMPANY NAME: _____ DATE: _____
(ENTER THE ENTIRE LEGAL NAME OF THE RESPONDING COMPANY)

SIGNATURE: _____

PRINT NAME: _____ PRINT TITLE: _____

ADDRESS: _____

CITY, STATE _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

FEDERAL ID# OR SSN: _____

IS COMPANY CERTIFIED SMALL BUSINESS WITH CITY OF WEST PALM BEACH OR PALM BEACH COUNTY:

___*YES ___ NO IF YES, *INCLUDE A COPY OF SMALL BUSINESS CERTIFICATION WITH BID PROPOSAL.

BID PROPOSAL AND SPECIFICATION WITH LINE ITEM PRICING MUST BE SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY. FAILURE TO SIGN SHALL BE CAUSE FOR REJECTION.

BIDDER'S AFFIDAVIT
Site Visit

I, _____ whose address is _____, (the "Bidder"), hereby state as follows:

1. I have or I intend to submit a bid to City of West Palm Beach Invitation to Bid (ITB) No. ITB 10-11-33.
2. I HEREBY AFFIRM that in accordance with provisions 3.0 (6), 9.0 and 10.0 of the ITB, I conducted a site visit to the residences listed on Exhibit "A" attached hereto on the dates indicated on said Exhibit.
3. I ACKNOWLEDGE AND UNDERSTAND that failure to conduct a site visit will render any bid I submit for a site not visited ineligible for consideration for an award.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

By:

Date:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public
Print Name
CC#

My commission expires: _____

REFERENCES AND PRIOR EXPERIENCE

Contractor must have completed a minimum of three (3) housing rehabilitation projects that are similar in scope within the past three (3) years. Projects must be within the budget and completed on time. Contractor must complete the following information in order to be evaluated for award.

PROJECT #1

Client: _____ Service dates: From: _____ To: _____
Contact person: _____ Title: _____
Contact telephone number: _____
Address: _____
Name of Project: _____
Project Location: _____
Description of Project and Project Elements : _____

Budget and Timeline of Project: _____
Budget Start Date End Date
Company Name: _____

PROJECT #2

Client: _____ Service dates: From: _____ To: _____
Contact person: _____ Title: _____
Contact telephone number: _____
Address: _____
Name of Project: _____
Project Location: _____
Description of Project and Project Elements: _____

Budget and Timeline of Project: _____
Budget Start Date End Date
COMPANY NAME: _____

PROJECT #3

Client: _____ Service dates: From: _____ To: _____
Contact person: _____ Title: _____
Contact telephone number: _____
Address: _____
Name of Project: _____
Project Location: _____
Description of Project and Project Elements: _____

Budget and Timeline of Project: _____
Budget Start Date End Date
COMPANY NAME: _____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT SUBCONTRACTORS LIST

List below all subcontractors, vendors or suppliers names and addresses that may provide a service or materials for the performance of any work in conjunction with this contract. This information must be listed and submitted to the Department of Housing and Community Development at time of bid and all draw requests. Substitution of subcontractors must be approved by the Department of Housing and Community Development prior to the subcontractor performing any work on the project.

Case Number: _____ Starting Date: _____

Homeowner: _____

Address: _____

Contractor: _____ Phone: _____

Address: _____

Supervisor: _____

SUB-CONTRACTORS:

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Name: _____ Type: _____ License #: _____

Address: _____ Phone #: _____

Contractor's Signature

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a bid to perform work for the following project:
ITB #: _____ Project Name: _____

(2) He/she is fully informed that the bid submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Contractor acknowledges that should the Contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public
Print Name
CC#

My commission expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am the _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

ITB #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the City of West Palm Beach as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 2011 by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: Notary Signature: _____
Notary Name: _____
Notary Public-State of Florida

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- (c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Signature

Date

APPENDIX IV

Federal Required Contract Provisions

Department of Housing and Urban Development

Funds for some of these projects are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program and HOME program.

In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Invitation to Bid, the Federal Requirements will govern and prevail.

GENERAL

- (1) These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- (2) Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- (3) A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

SECTION 3 CLAUSES

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

NON-DISCRIMINATION

- (1) Contractor Representations. During the performance of the contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - (b) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor of purposed of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in party and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of sub-paragraphs (a) through (f) in every subcontract of purchase order unless exempted by rules, regulations or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may requires the United States to enter into such litigation to protect the interests of the United States.
- (h) The contractor shall keep such records as are necessary to determine compliance with the equal employment opportunity obligations. All such records must be maintained for a period of three (3) years following completion of the contract work and be available at reasonable times and places for inspection by representatives of the City, FDOT and HUD.

(2) Equal Employment Opportunity:

Standard Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
- d. "Minority includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth for the solicitation for which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these

specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the

Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the

Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CIVIL RIGHTS

The following requirements will apply to the awarded contract and any sub-contracts:

- (1) Civil Rights. Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (2) Section 109 Housing and Community Development Act of 1974. The contractor certifies that the following Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations: "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."
- (3) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. Further, to the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94- 135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- (4) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with Section 503 of the Rehabilitation Act of 1973 as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (5) Subcontracts. The Contractor agrees to include these requirements in each subcontract or purchase order under this Contract so that such provisions will be binding upon each subcontractor or vendor.

NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of the contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its

employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

SAFETY: ACCIDENT PREVENTION

- (1) In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the City, County or HUD may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- (2) It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- (3) Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all federally funded contracts and any subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- (1) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (2) That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (3) That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (1) Bid Package Certification. The bidder shall complete and submit with its bid proposal the certification regarding debarment form included in this package, or an explanation as provided herein. The inability to provide the certification will not necessarily result in denial of participation in the project. The bidder shall submit an explanation of why it cannot provide the requested certification, which will be considered in evaluation of the bidder's bid package. However, failure by a bidder to furnish a certification or an explanation shall disqualify such bidder from this project.

The bidder agrees by submitting its bid that should it be awarded the contract, it will not knowingly enter into any sub-contracts for this project with a person who is debarred, suspended, declared ineligible or excluded from participation in this transaction. The bidder further agrees that it will require the same certification in all solicitations for and from all sub-contractors on the project. The certification is a material representation of fact upon which the City will rely. If it is later determined that the bidder rendered an erroneous certification, or knowingly entered into a sub-contract with a subcontractor who is debarred, suspended or ineligible, the City may terminate the contract for cause of default.

- (2) Instructions for Certification – Prime Contractor:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be

considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Instructions for Certification - Subcontracts:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Subcontracts and Purchase Orders:

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

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

- (1) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

NON-COLLUSION

Bidder shall submit the included Non-Collusion Certification with its bid proposal, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with its bid.

Failure to submit the certification with the bid will make the bid non-responsive and not eligible for award consideration.

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, the bidder shall certify that it has and will maintain a drug-free workplace. The bidder shall complete and submit with its bid proposal the attached certification. Failure to include an executed certification may cause the bid proposal to be considered non-responsive.

SUBCONTRACTING

- (1) Prime Contractor Requirement. The prime contractor shall perform at least 30 percent of contract work with its own organization. This percentage shall be of the original contract price, exclusive of specialty items, but include the cost of materials and manufactured products purchased or produced by the prime contractor.
- (2) Subcontract approval. No portion of the work may be sublet, assigned, or otherwise subcontracted without the written consent of the City. Subcontract approval shall be based on satisfactory evidence that each subcontract is in writing and contains all the pertinent provisions. The approval of a subcontract does not relieve the contractor of responsibility for fulfillment of the contract.

ACCESS TO RECORDS

- (1) The Contractor agrees to provide the City, Palm Beach County, HUD, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, Palm Beach County, HUD, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

PUBLIC ENTITY CRIMES.

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

CONFLICT OF INTEREST OF PUBLIC OFFICIALS.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

SUSPENSION OF PAYMENT

The City, Palm Beach County or HUD shall have the right under the contract to suspend or terminate payment if contractor, after 15 days written notice, has not complied with any additional conditions that may be imposed at any time by the City, Palm Beach County, State, or HUD.

INSURANCE

Contractor shall also name "Palm Beach County Board of County Commissioners" as an additional insured on the general liability insurance coverage required under the General Conditions.

BONDS

During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) Absent the express written consent by the Federal Government, the Federal Government or the Department of Housing and Urban Development is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by HUD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

AGREEMENT DOCUMENTS.

The following documents are herein incorporated by reference and made a part of the ITB and Contract, as if fully set forth herein:

- a. Office of Management and Budget Circulars A-87, A-102, A-133 and 24 CFR Part 85.
- b. Federal Communities Block Grant Regulations (24 CFR Part 570) as amended.
- c. Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.
- d. Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, Section 3 of the Housing and Community Development Act of 1968.
- e. Florida Statutes, Ch. 112.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- (1) Policy. The contractor shall ensure that Disadvantaged Business Enterprises, as defined in 49

C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of this project. In this regard, the contractor shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts or subcontracts with respect to this Project.

(2) Minority and Female Participation

Excerpt from Federal Regulations at 24 CFR 85.36(e):

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

Contractor shall make a positive effort to utilize small business and minority/women-owned business enterprises in the procurement of supplies, equipment, construction or services.