



**THE PALM BEACH COUNTY HOUSING AUTHORITY
INVITATION TO BID PROPOSALS
GENERAL CONTRACTORS
REHABILITATION OF BANYAN CLUB APARTMENTS
2300 BANYAN LANE, WEST PALM BEACH, FL 33415**

PROJECT NUMBER: BAN-2015-CON-A1

1/9/2015

**Van Johnson, Executive Director/CEO
LaQuavial Pace, Procurement Coordinator**

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1.0 NOTICE TO GENERAL CONTRACTORS

INVITATION TO BID

The Palm Beach County Housing Authority is seeking bids for the Rehabilitation of Banyan Club Apartments **BAN-2015-CON-A1**.

Sealed bids will be received by the **Palm Beach County Housing Authority (PBCHA)**, herein after called the "AUTHORITY", located at **3432 West 45th Street, West Palm Beach, Florida 33407** until **4:00 PM local time on Monday, January 26, 2015**.

The scope of this project consists of the rehabilitation of thirty-two (32) buildings containing one hundred and forty-eight (148) residential units. The work to be performed at the property identified below includes furnishing all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work described herein and more specifically identified in the **Banyan Club Apartments**. Said work is to be done strictly in accord with the AUTHORITY's rehabilitation policies and procedures. The construction work will be performed at the property owned by the AUTHORITY and located at **Banyan Club Apartments, 2300 Banyan Lane, West Palm Beach, FL 33415**.

A pre-bid meeting will begin at the Palm Beach County Housing Authority, 3432 West 45th Street, West Palm Beach, Florida 33407 at 10:00 AM on Wednesday, January 21, 2015. The pre-bid meeting is STRONGLY RECOMMENDED for General Contractors who wish to submit bid proposals on this project.

Electronic and hard copies of bid packages will be available at **Westside Reprographics - Attn: Dave or Jim, 6470 Garden Rd, Riviera Beach, FL 33404; 561-842-0404**. Bidders will be responsible for all reproduction fees. All fees for reproduction are payable to Westside Reprographics.

It will be the responsibility of the Bidder to deliver via in-person delivery, mail, or courier his/her bids to the AUTHORITY on or before the closing hour and date for the receipt of bids as noted above. One (1) original and (3) copies of the Bid Package shall be submitted in a sealed envelope, clearly marked "**Rehabilitation of Banyan Club Apartments**" **BAN-2015-CON-A1** and addressed to:

**Palm Beach County Housing Authority
Attn: Van Johnson, Executive Director/CEO
3432 West 45th Street
West Palm Beach, Florida 33407**

2.0 BACKGROUND

THE PALM BEACH COUNTY HOUSING AUTHORITY

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

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”) PBCHA owns and operates 491 public housing dwelling units, (located in its 5 multi-family communities), 51 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2595 Section 8 Vouchers under the Housing Choice Voucher Program and owns 148 affordable (non-federally assisted) housing units that are managed by its non-profit affiliate (Leased Housing Corporation).

End of Section

SECTION 3.0 SCOPE OF SERVICES

BRIEF DESCRIPTION

The scope of work includes 1) Regrade perimeter of all buildings per plans and specifications. 2) Construct swales and install new sod in regraded areas. 3) Remove & Dispose of excess soil and plant material. 4) Adjust grades to assure positive drainage away from all buildings. The work to be performed at the property identified below includes furnishing all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work described herein and more specifically identified in the **Banyan Club Apartments**. Said work is to be done strictly in accord with the AUTHORITY's rehabilitation policies and procedures. The construction work will be performed at the property owned by the AUTHORITY and located at **Banyan Club Apartments, 2300 Banyan Lane, West Palm Beach, FL 33415.**

End of Section

SECTION 4.0 INSTRUCTIONS TO BIDDERS

The following is provided for the purpose of guiding contractors in properly preparing their bids and Contractors are further advised that strict compliance is required with all of these provisions.

4.1 DEFINITION OF BID DOCUMENTS

The Bid Documents are hereby defined as the following:

- Invitation-to-Bids
- Instructions-to-Bidders
- Construction Documents prepared by Architect and Engineers.
- Any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder. Those individual elements of the Bid Documents that are bound may not be removed or detached.

Prospective Bidders may obtain a copy of the Project Bid Documents from the designated office identified within the Invitation-for-Bids.

4.2 PRE-SUBMISSION SITE VISIT

A pre-bid meeting will begin at the Palm Beach County Housing Authority, 3432 West 45th Street, West Palm Beach, Florida 33407 at 10:00 AM on Wednesday, January 21, 2015. The pre-bid meeting is STRONGLY RECOMMENDED for General Contractors who wish to submit bid proposals on this project.

4.3 SUBMISSION OF BID PROPOSAL

Only sealed bids will be accepted from duly licensed General Contractors. Prospective Bidders must submit their bid proposal in accordance with the instructions and terms hereunder to arrive at the office location identified within the solicitation at the specified time and date for receipt of bids.

By submission of a bid proposal the Bidder agrees to be bound by the terms and conditions of this solicitation. The AUTHORITY will not give consideration to any bid proposal received after the specified time. The AUTHORITY will return late bid proposals "unopened" to the specific return address identified on the envelope.

One (1) original and three (3) copies of the Bid Package and the executed, typewritten bid proposal on company letterhead, including all required attachments, certifications and other pertinent information, must be submitted in a sealed envelope. The face of the envelope must be labeled **Bid Documents**, contain the address below, and be clearly marked "**Rehabilitation of Banyan Club Apartments**" **BAN-2015-CON-A1**. Bid proposals received by email, or facsimile, and handwritten proposals, will not be accepted by the AUTHORITY. Bid proposals must be Mailed or Hand Deliver to the following location:

Palm Beach County Housing Authority
Attn: Van Johnson, Executive Director/CEO
3432 West 45th Street
West Palm Beach, Florida 33401

Bid proposals must be signed by a person duly authorized to do so, and in case signed by an employee or agent of the company the principal's properly written authorization providing signature authority on behalf of the company to such employee or agent must accompany the bid.

Bids will be opened on the date and time specified above by the AUTHORITY's Contracting Officer or designee whose duty is to open bids. The Contracting Officer or designee will decide when the specified time has arrived and no bid received thereafter will be considered.

4.4 FORM OF BID PROPOSAL

Bidder shall make their bid proposal typewritten on company letterhead. No Bidder may submit more than one bid proposal. Supporting documents and required attachments must also be typewritten on company letterhead.

Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the AUTHORITY will apply precedence to the written value of the proposal.

4.5 BID PRICES

No bids will be considered or accepted which, in the opinion of the AUTHORITY, is materially unbalanced as to the fees and costs for the work to be performed.

All bids shall include all applicable sales taxes. Bids must be valid for ninety (90) days after the established bid opening date.

Unless otherwise provided herein, the General Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bid proposals are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work specified herein.

4.6 SIGNATURE OF PROPOSAL

The bid proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with a blue ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

For bids by corporations, an officer of the corporation shall sign the bid, the State of Incorporation shall be identified and the corporate seal affixed.

For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.

For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the AUTHORITY as an attachment to the proposal.

4.7 BIDDER QUALIFICATIONS

Bidder shall submit with their bid proposal evidence of their ability, skill, experience, certifications and licensing necessary to provide all aspects of the general contractor services specified in the Bid Documents.

Evidence of experience shall include a listing of five previous customers in the past three years who were provided similar services.

End of Section

SECTION 5.0 GENERAL TERMS AND CONDITIONS

5.1 BIDDER REPRESENTATIONS

By submittal of a bid proposal, the Bidder represents the following:

- A. The Bidder has read and thoroughly examined all Bid Documents.
- B. The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of the project.
- C. The Bidder has found no errors, conflicts, ambiguities or omissions in the Bid Documents, except as previously submitted in writing to the AUTHORITY that would affect cost, progress or performance of the work.
- D. The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- E. The Bidder has complied with all requirements of these instructions and the associated Bid Documents.
- F. The Bidder has familiarized himself with the local conditions under which the Work is performed.

5.2 ERRORS, DISCREPANCIES AND INCONSISTENCIES

Should Bidder find an error, discrepancy, inconsistency, ambiguity or omission in the Bid Documents prior to submittal of a proposal, the Bidder is obligated to contact the AUTHORITY or Architect/Engineer with written notice of the error, discrepancy, inconsistency, ambiguity or omission at least five (5) days prior to the time specified above for opening bid proposals. The written notice shall identify the nature and location of the error, discrepancy, inconsistency, ambiguity or omission.

Corrections or modifications to the Bid Documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the Bid Documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

5.3 MODIFICATIONS TO BID DOCUMENTS

Modifications to the Bid Documents may only be made by written addendum issued by the AUTHORITY or the Architect/Engineer. Prospective Bidder must not construe any verbal explanations, interpretations or comments made by the AUTHORITY or AUTHORITY's representative as binding. The AUTHORITY will transmit any Addenda to all known official plan holders. Each Bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

5.4 INTERPRETATIONS AND QUESTIONS

Any requests for interpretation or questions concerning this solicitation must be submitted in writing to the address noted above and must be received no later than three (3) business days after the date for the pre-submission conference. Inquiries must reference the project number and the date for receipt of bid proposals. No interpretations of the meaning of the plans, specifications or other Bid Documents will be made orally to any Bidder without being provided to all other Bidders if deemed necessary by the AUTHORITY. No interpretations shall be considered binding unless provided in writing by the AUTHORITY. Any and all significant interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by e-mail to all prospective Bidders (at the e-mail address furnished for such propose) not later than three (3) days prior to the date fixed for the opening of bids.

Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the bid documents.

After bid proposals are opened, the Bidders shall abide by the decisions of the AUTHORITY as to any interpretations.

5.5 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

A Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of bid proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be typewritten on company letterhead, signed in the same manner and by the same person who signed the submitted bid, and received in the office designated in the Invitation for Bids prior to the time set for bid opening. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner.

Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

After bid opening, corrections or clarifications in bids may be permitted only to the extent that the corrections do not materially affect the terms, conditions and specifications, and are subject to and the approval of the AUTHORITY.

5.6 BID SOLICITATION PROTEST PROCEDURE

Any prospective or actual Bidder may protest this solicitation only for a serious violation of the standards of PBCHA Procurement Policy and operating procedures provided in the statement of "Procurement Policy for The Palm Beach County Housing Authority," and its implementing procedures, or violation of applicable Federal or State law.

Any potential Bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Contracting Officer or designee, who shall issue a written determination on the matter. The protest must be submitted 48 hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the AUTHORITY are final. Bidders desiring a complete copy of the AUTHORITY's protest procedures must make a written request to the PBCHA.

End of Section

SECTION 6.0 EQUAL OPPORTUNITY REQUIREMENTS

6.1 PARTICIPATION OF MBE, WBE AND SBE COMPANIES

It is the policy of the AUTHORITY to ensure that Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs) and Small Business Enterprises (SBE)'s are provided maximum opportunity to participate in all professional service contracts administered by the AUTHORITY; therefore, in connection with the performance of services under the proposed Contract, all Bidders shall agree to comply with any applicable the AUTHORITY's policies concerning Minority Business Enterprises (MBE); Women Business Enterprises (WBE);and/or Small Business Enterprises (SBE), as such policies may be adopted or amended. The AUTHORITY has not established a minimum threshold for participation; however, the AUTHORITY affirmatively promotes Equal Opportunity in all the AUTHORITY's professional service contracts.

All Bidders shall submit the following information with their bid proposal:

- The names and addresses of MBE or WBE firms that will participate in the contract;
- A description of the work that each firm will perform;
- The dollar amount of the participation of each firm participating;
- Written documentation of the Bidder's commitment to use an MBE or WBE subcontractor whose participation it submits to meet the contract goal; or,
- Evidence of good faith efforts undertaken by the Bidder.

The successful Bidder shall submit this written confirmation to the AUTHORITY prior to execution of an agreement with the AUTHORITY.

End of Section

SECTION 7.0 GENERAL CONTRACTOR'S INSURANCE REQUIREMENTS

7.1 REQUIRED COVERAGE

The bid proposal package must include evidence of the Bidder's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage. Such insurance shall be procured from a company licensed to do business in the State of Florida and placed with a carrier possessing an A.M. Best's Rating of B+VI or better, and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy.

The AUTHORITY (Palm Beach County Housing Authority) must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to the AUTHORITY at least thirty (30) days before the effective date of such cancellation. The AUTHORITY reserve the right at its discretion, to raise, waive or reduce the limits of any insurance coverage required under the proposed contract.

7.2 PROOF OF INSURANCE

Within seven (7) days of the date of the Notice of Award, the successful Bidder shall furnish to the AUTHORITY a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed contract as evidence that the required insurance is in full force and effective within thirty (30) calendar days prior to the execution of the proposed contract, and will be in effect for the entire duration of the proposed contract. The AUTHORITY may, at its discretion, immediately cancel the contract award without prior notice to a successful Bidder upon any failure to submit timely any or all of the required Certificates of Insurance and any and all other documents required under the proposed Contract.

In conjunction with contract award and execution of a construction contract as described above, the successful Bidder shall maintain, on a primary basis, and at the successful Bidder's sole expense, the insurance coverages, limits, and endorsements, described below during the term of the contract for the work specified herein. As the successful Bidder, you are advised that the construction contract you execute shall require that you immediately cease all work in the event of any lapse in insurance coverage. Furthermore, as the successful Bidder, you are advised that any interruption of work due to a lapse in insurance coverage shall not cause an extension of the construction contract completion date.

As the successful Bidder, you are advised that the requirements contained herein, as well as the AUTHORITY, or receipt of insurance maintained by you are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by you under a contract made in connection with this project.

The successful Bidder shall provide the Authority with a certificate of insurance that complies with the following:

- A. NAME OF INSURED:** The successful Bidder's name appearing on the certificate as the insured must match the name on the successful Bidder's license to perform construction work.
- B. INSURANCE COVERAGES:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:

1. Commercial General Liability:

Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.

2. Business Automobile Liability:

Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence, for all owned, non-owned, and hired automobiles. If the successful Bidder does not own any automobiles, the successful Bidder must maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence, for Non-Owned and Hired automobiles, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

3. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation and Employers Liability insurance in accordance with Florida Statute Chapter 440 through direct insurance, or Worker's Compensation and Employers Liability insurance, at the Florida statutory limits through an employee leasing company pursuant to an employee leasing agreement with you.

- C. ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show the AUTHORITY as additional insured as pertains to the commercial general liability coverage. The endorsement must be a:

CG 2026 Additional Insured - Designated Person or Organization endorsement or its equivalent.

Please note that an insurance certificate which indicates that the AUTHORITY as certificate holders does not meet this requirement. Being a certificate holder is not the same as being additional insured.

- D. DELIVERY AND NOTICES OF CANCELLATION:** The successful Bidder shall agree to notify the AUTHORITY of any cancellation, material change, or non-renewal of coverage taking place during the contract period. Certificates of insurance and notices of cancellation shall be delivered to:

Palm Beach County Housing Authority
Attn: Van Johnson, Executive Director/CEO
3432 West 45th Street
West Palm Beach, Florida 33401

- E. WAIVER OF SUBROGATION:** By entering into any contract under this program, you agree to a Waiver of Subrogation in favor of The AUTHORITY for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

7.3 RIGHT TO REVIEW: The AUTHORITY reserve the right to periodically review, modify, accept, reject, or amend any required policies of insurance, including coverages, limits, and endorsements through the contract period.

The AUTHORITY reserve the right, but not the obligation, to review and reject any insurer providing coverage on behalf of the successful bidder because of the insurer's poor financial condition, or due to the insurer's failure to operate legally in the State of Florida.

End of Section

SECTION 8.0 BID GUARANTEE, PERFORMANCE BOND AND PAYMENT BOND

8.1 BID GUARANTEE, PERFORMANCE BOND AND PAYMENT BOND

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding \$100,000.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

8.2 BID GUARANTEE

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of 5% of the total bid. Said check or bond shall be made payable to the Palm Beach County Housing Authority and shall be given as a guarantee the successful Bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the AUTHORITY, and will furnish the necessary documents including, but not limited to: insurance certificates, Performance Bond, and Labor and Materials Payment Bond; each of said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond shall be forfeited to the Palm Beach County Housing Authority.

8.2 BOND REQUIREMENTS

The awarded Contractor(s) will be required to furnish a Performance Bond and Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the proposed contract, and the Bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety of sureties who will sign these bonds in the event the contract is awarded to the Bidder. 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. Treasury Circular 570, Current Revision.

In addition to the above-minimum qualifications, the Surety Company must meet at least one of the following additional qualifications:

The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, current revision (31 CFR Section 223.10Section 223.111). Further, the surety company shall provide the Owner with evidence satisfactory to the Owner, that such excess risk has been protected in an acceptable manner.

The Surety company shall have at least an A rating in the latest edition of Best's Key Rating Guide.

8.3 TIME OF DELIVERY AND FORM OF BONDS

The Contractor shall deliver the required bonds to the Owner within five (5) Business days, after the award of the Project by the Authority.

The Performance Bond and Labor and Materials Payment Bond shall be written in the amount of the Contract Sum and shall continue in effect for one (1) year after completion and acceptance of the Work.

The Bonds shall be dated on or before the date that the project is approved and the contract executed.

The Contractor shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Power of Attorney.

Pursuant to the requirements of the Chapter 255.05 (1)(a), Florida Statutes, Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Palm Beach County. Proof of recordation must be submitted to the Contracting Officer.

Thus, one (1) of originals are required - one (1) for the Authority.

End of Section

SECTION 9.0 BID AWARD

9.1 BID OPENING

The AUTHORITY's Contracting Officer or designee will publicly open all bid proposals submitted at the stated time, date and location provided below. Bidders, their authorized agents, and other interested parties are invited to attend.

Wednesday, January 28, 2015 at 4:00 pm
Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, Florida 33407

AUTHORITY will return late proposals in an unopened manner to the return address indicated on the envelope.

9.2 BID IRREGULARITIES AND THE REJECTION OF BIDS

A bid will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. Causes for rejection of bid proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified MBE, WBE or SBE firms;
- Determination by the AUTHORITY that Bidder is not qualified to accomplish the project work;
- Determination by the AUTHORITY that the Bidder has placed conditions on or has qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder.

Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders.

However, the AUTHORITY reserves the right to waive any informality or irregularity discovered in any bid proposal, which in the AUTHORITY's judgment best serves the AUTHORITY's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

9.3 CONTRACT AWARD

Upon close examination of all bids, and assuming all threshold criteria are met by the Bidder and the submission includes all required attachments, the Authority will make a determination of the apparent low responsive and responsible bid that best meets the terms, conditions, specifications and requirements of this solicitation. Such a Bidder shall be deemed to be the successful Bidder for the work embraced by this bid.

Acceptance of the Bidder's bid proposal to perform the services specified in this solicitation will be made by written **Notice of Contract Award** from the Authority to the successful Bidder.

The Notice of Contract Award will be posted on the day following the opening of bids for review by all Bidders and interested parties, and will remain posted for a period of five (5) business days. The Notice will be posted in the main office of the Palm Beach County Housing Authority located at:

**Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, Florida 33407**

The Notice shall also be posted on the Authority's website: www.pbchaf1.org.

9.4 BID PROTEST PROCEDURE

Any Bidder may protest the Contract Award only for a serious violation of the standards of PBCHA procurement policy and operating procedures provided in the statement of "Procurement Policy for The Palm Beach County Housing Authority," and its implementing procedures, or violation of applicable Federal or State law.

Any Bidder wishing to file a protest concerning alleged improprieties with the Contract Award must submit the protest in written format to the Contracting Officer or designee, who shall issue a written opinion on the matter. The protest must be submitted to the Contracting Officer or designee within five (5) days after the specified time of the posting of the Notice of Contract Award. The formal written protest must identify the name of vendor contesting the Contract Award, the project name and number, and the specific grounds for the protest. The Contracting Officer or designee shall issue a written determination on the matter. All determinations made by the AUTHORITY are final. Bidders desiring a complete copy of the PBCHA's protest procedures must make a written request to the PBCHA.

9.5 CANCELLATION OF AWARD

At any time prior to execution of a contract agreement, the AUTHORITY reserves the right to cancel the award for any reason without liability to the Bidder at any time prior to execution of the contract.

9.6 CONTRACT AGREEMENT

At the end of the Bid Protest filing period The AUTHORITY may then enter into a construction contract with the successful bidder, subject to the approval of the Board of Commissioners. Should the low responsive Bidder fail to enter into a timely contract as provided, then the Award may be rescinded and the contract will be given to the next low responsive Bidder who is selected by the AUTHORITY.

The successful Bidder shall as appropriate execute the contract agreement with the AUTHORITY within seven (7) days of the receipt of the formal contract agreement. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and forfeiture of the Bidder's bid guarantee as a liquidated damage.

Such Bidder shall then fulfill every stipulation as if it were the original party to whom award was made.

End of Section

SECTION 10.0 GENERAL CONTRACTOR'S PROPOSAL

If selected as the successful Bidder, the undersigned General Contractor agrees to execute a Construction Contract with the AUTHORITY. The undersigned General Contractor proposes to furnish all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work specified herein at the cost indicated by the General Contractor. The undersigned General Contractor also proposes to complete the work indicated in the attached **Rehabilitation of Banyan Club Apartments** beginning with the effective date of the Notice to Proceed to be given in accord with the construction contract, and after attendance of a Pre-construction Conference. The construction contract and all other related documents and forms to be used in connection with this project are on file for the Bidder's inspection at the AUTHORITY's offices located at the address specified herein.

The undersigned General Contractor also understands that the construction work shall be performed in accord with the Florida Building Code, and in accord with, but not limited to, all other applicable local codes and ordinances and state statutes and regulations, as may be amended from time to time, relating to the construction, repair, alteration, use or occupancy of buildings, equipment or facilities, including but not limited to the building, plumbing, heating, electrical and housing codes.

In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential rehabilitation activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to:

- Section 8 Existing Housing Quality Standards; and
- The Energy Policy and Conservation Act of 1975; and
- HUD Lead-Base Paint Regulations; and
- Section 3 of the Housing and Urban Development Act of 1968; as amended; and
- Executive Order 11246, as amended by Executive Orders 11375 and 12086; and
- Title VI of the Civil Rights Act of 1964; and
- Section 109 of the Housing and Community Development Act of 1974; and
- Section 504 of the Rehabilitation Act of 1973, as amended; and
- The Age Discrimination Act of 1975;

Failure to list verbatim or make reference to a local, state or federal regulation herein, or any attachment thereto shall not relieve the parties of compliance with any appropriate regulation if determined by the AUTHORITY or the United States Department of Housing and Urban Development as applicable to this Program.

In addition, the undersigned General Contractor certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs, and agrees to provide a sworn statement to this effect when requested by the Authority.

The undersigned General Contractor also certifies that he/she does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained, and the undersigned agrees further to provide a signed statement to this effect.

To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the AUTHORITY from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work specified herein, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the

General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Claims against any person or entity indemnified under the previous paragraph by an employee of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the General Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

Furthermore, the undersigned General Contractor certifies that he/she has not divulged to, discussed, or compared its bid with other Bidders, and has not colluded with any other Bidder or parties to this bid whatsoever. The undersigned also agrees to provide a sworn statement to this effect if requested.

The undersigned General Contractor certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County Housing Authority or the owner, as a Commission, Kickback, reward or gift directly or indirectly by any member of the firm or by any officer of the corporation.

By signing below, the Bidder (General Contractor) certifies that he or she understands and will comply with all the terms, conditions and specifications as contained and made reference to in this proposal as well as any attachments thereto.

Name

Company Name

Authorized Signature*

Date

**EXECUTE WHERE REQUIRED AND INITIAL EACH PAGE OF THIS BID PROPOSAL SOLICITATION.
RETURN ALL PAGES OF THIS BID PROPOSAL SOLICITATION TO PBCHA.**

End of Section