

# Invitation for Bid



## **Rehabilitation of Fire Units FP-001-20**

### **BOARD OF COMMISSIONERS**

**William Nunn, Chairperson**

**Sheila Bradley, Vice-Chair**

**Linda Cutler, Commissioner**

**Patricia Diaz, Commissioner**

**JoAnn Parrish, Commissioner**

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**Andrea Kochanowski**  
Executive Director

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The Housing Authority of the City of Fort Pierce  
**Procurement Office**

511 Orange Avenue, Fort Pierce, Florida 34950  
(772) 429-6435 FAX: (772) 466-0663 TDD: (800) 545-1833 ext. 902 [rhonda.corrodus@cfpha.org](mailto:rhonda.corrodus@cfpha.org)

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## **FPHA INFINITY CENTER REMODELING**

### **Invitation for Bid #FP-001-20**

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## INVITATION FOR BID

Sealed Bids will be received by the Housing Authority of the City of Fort Pierce, Procurement Office, 511 Orange Ave., Fort Pierce, FL 34950, until the time and date recorded below and immediately thereafter publicly opened and recorded in the Board Room, Housing Authority of the City of Fort Pierce, 511 Orange Avenue, Fort Pierce, FL 34950.

**BID NUMBER: FP-001-20**

**AGENCY SECTION: Asset Management**

**BID TITLE: Rehabilitation of Fire Units**

**BID OPENING DATE: Monday, November 2, 2020, at 10:00 A.M. (EST)  
Housing Authority of the City of Fort Pierce  
511 Orange Ave., Fort Pierce, FL 34950**

**PRE-BID/WALK-THRU: Monday, October 26, 2020 at 10:00 A.M. (EST)  
Housing Authority of the City of Fort Pierce  
511 Orange Ave., Fort Pierce, FL 34950. MASK ARE MANDATORY, AND MUST BE WORN AT ALL TIMES DURING THE PRE-BID.**

**SCOPE: The purpose of this project is to rehab two (2) units that suffered fire and or smoke damage located at 3006 Ave. L., and 904 N. 23<sup>rd</sup> St., Fort Pierce, FL**

**BUDGET: The Budget for this project is \$80,000.00-\$120,000.00**

**CONTACT: Rhonda Corrodus, Procurement Specialist  
(772) 429-6435**

**SOCIAL DISTANCING PRACTICES MUST BE MANTAINED AT ALL TIMES**

## **INVITATION TO BIDDERS**

BID NUMBER **FP-001-20**

Notice is hereby given that the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE will receive sealed Bids in the Procurement Office, 511 Orange Avenue, Fort Pierce, Florida 34950 until **10:00 A.M.** Monday, the **2<sup>nd</sup> day** of **November, 2020**.

FEDERAL FUNDING: the United States Government will fund this project in total or in part. Federal regulations, including, but not limited to, those listed in these Bid documents apply to this project. Award will be made solely upon the availability of funds.

### **NOTICE**

The above service is in the City of Fort Pierce, County of Saint Lucie, Florida. Bidders must comply with the President's Executive Orders Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, (24 CFR parts 1 & 2; Title III of the Civil Right Act of 1968 (24 CFR part 115; Federal Labor Standards Provisions (HUD-4020.1) the Davis-Bacon Act, the Anti-Kickback Act, and the Contract Work Hours Standards Act. Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 U. (as further implemented in 24 CFR, part 135 and U.S. HUD Handbook 8023.1 dated July, 1992) and the Section 504, Rehabilitation Act of 1973. Bidders are advised to refer to the Special Conditions, which contains a copy of excerpts from the aforesaid Handbook including but not limited to a copy of 12 U.S.C. 1701u and 24 CFR part 135, as well as related materials.

## SUBMISSION OF BIDS

Bids submitted in advance of the time set for opening should be delivered to the Procurement Office (**ONLY**), Housing Authority of the City of Fort Pierce, 511 Orange Avenue, Fort Pierce, Florida 34950. Bidders are solely responsible for delivery of Bids. Reliance upon mail or public carrier is at Bidder's risk. Late Bids, or bids not received in the Procurement Office, will not be considered.

Bidders desiring a copy of the Bid Price tabulation sheet and are not present for the bid opening must email the request to [rhonda.corrodus@cfpha.org](mailto:rhonda.corrodus@cfpha.org) or fax 772-466-0663 after the opening has been completed.

**Bid results or award information will not be given by phone. No information regarding the award results will be given prior to November 12, 2020.**

Bidders must certify that they do not, and will not, maintain or provide for their employee's facilities that are segregated on the basis of race, color, creed or national origin.

All Bids must be made using the Bid forms provided, properly executed, and placed in a sealed envelope. If mailed, identify on the exterior of the envelope "**FP-001-20 Rehabilitation of Fire Units**", or delivered in accordance with this notice.

**All Bids and required documents shall be submitted in triplicate.** Return the **original and two (2) copies** of the Bid (to include the cover sheet, the quote sheet, other required documents, and any and all acknowledgement sheets). Retain a copy of the Bid for your files. The original bid packet **MUST** have all signature pages signed using **BLUE INK ONLY**. **Failure to sign in blue ink would deem the bid non-responsive.**

Bids, addenda or revisions to previously submitted Bids, which are submitted by telegraph, electronic delivery or facsimile (FAX) machines, will not be considered.

The HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, (FPHA) reserves the right to require the successful Bidder to file proof of its ability to properly finance and prosecute its work on the Project, together with its record of successful completion of similar projects.

The HOUSING AUTHORITY OF THE CITY OF FORT PIERCE reserves the right to reject any or all Bids, waive informalities, irregularities or technical defects in any Bid, make award in part or whole with or without cause, make award to more than one Bidder, and to make the award it deems to be in the best interest of the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE.

The successful Bidder shall file certificates with the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE that it has obtained and will continue to carry Worker's Compensation Insurance, all FPHA's required insurance, Public and Private Liability and Property Damage Insurance in an amount acceptable to the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE and for the life of the Contract.

If any Bidder contemplating submitting a Bid on this project is in doubt as to the true meaning of any part of the Specifications or other portions of the Contract Documents, they must submit to the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE a written request for an interpretation

thereof at least four (4) business days before the Bid opening. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents including the Specifications will be made only by addenda duly issued or delivered by the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE to each Bidder receiving a set of such documents. The HOUSING AUTHORITY OF THE CITY OF FORT PIERCE will not be responsible for any other explanations or interpretations of the Contract Documents including the Contract Plans.

The failure to make timely inquiry to the Housing Authority of the City of Fort Pierce shall result in the Bidder proceeding at its own risk and the Housing Authority of the City of Fort Pierce shall not be responsible for any cost or damages associated with such ambiguity or conflict.

Bidder's signature on the cover sheet signifies that the Bidder had familiarized him/herself with all the terms and conditions of this Bid, and agrees to them all, and that his/her Bid is made and submitted for the items as specified and detailed herein.

**Please review your Bid carefully to avoid errors before you submit it to the FPHA.**

Violations of any of the terms and conditions of the Bid and delivery time stated, can result in the rejection of the Bid and Bidder's suspension from all Bid lists of the Housing Authority of the City of Fort Pierce and penalties as may be provided for by the procurement policy of the Housing Authority of the City of Fort Pierce and Florida law.

Notwithstanding any provisions to the contrary, the Bidders are reminded that:

1. No faxes, telegraphs, or electronic delivery shall be accepted in the Bid process. Any relevant pre-Bid notification shall be in writing and contained in an addenda and an addenda acknowledgement and acceptance form must be signed, returned and acknowledged in the appropriate location as set forth in the Bid documents.
2. If an addendum affects Bid pricing for a Bid previously submitted, the previously submitted Bid will be returned unopened. Include this and any other addenda with the revised Bid. If an addenda does not affect Bid prices for a Bid previously submitted, the acknowledgement may be mailed/delivered in a sealed envelope labeled with the Bid number and addenda number and must be received in the FPHA Procurement Department prior to the Bid opening date.
3. Addenda will be part of the contract.

Bidder must set forth in his/her Bid, specific delivery commitment, on the cover sheet, stated in number of days from receipt of purchase order or notice to proceed, if applicable. Failure to comply with this request may result in rejection of the Bid.

The FPHA reserves the right to reject any Bid it deems not to be in its best interest.

**Bid packets must be obtained from the International e-Procurement Marketplace. Any company submitting a bid that did not get the packet directly from that site, will not be considered.**

Andrea Kochanowski  
Executive Director  
Housing Authority of the City of Fort Pierce

## **FPHA CODE OF ETHICS AND STANDARDS OF CONDUCT**

The Board of Commissioners of The Housing Authority of the City of Fort Pierce, Florida ("FPHA") establishes a mandatory Code of Ethics and Standards of Conduct ("Code") for Commissioners and Employees ("Associates"). Associates shall be careful to ensure that s/he is not involved in any apparent or potential violation of this Code.

### **CONFLICT OF INTEREST**

1. No Associate of FPHA shall participate in the selection or in the award or administration of a contract supported by U.S. Federal, State, Local, or other regulated funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the selection for award.
2. No Associate shall solicit or accept anything of value such as a gift, favor, loan, reward, promise of future employment, preferred service, benefit or concession that would reasonably tend to improperly influence said person in the discharge of their official duties or give the appearance of any improper influence. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
3. No Associate shall use or attempt to use their position, or any property or resource under their care or perform their official duties to secure special privileges, benefits or exemptions for themselves or others, except as may be provided by policy and/or law.
4. No Associate shall accept employment or engage in any business or professional activity, which they might reasonably expect, would require or induce him or her to disclose confidential information acquired by him or her by reason of his or her official position with FPHA.
5. No Associate shall disclose or use information not available to members of the general public and gained by reason of their official position for their personal gain or benefit or for their personal gain or benefit of any other person or business entity.
6. If any Associate of FPHA is an officer, director, partner, proprietor, associate, or agent of, or owns a material interest in any business entity which is granted a privilege to operate in this state, they shall file a sworn statement disclosing such facts no later than forty-five (45) days after becoming an Associate or after the acquisition of such position or material interest with the Human Resources Department.
7. No Associate shall transact or solicit to transact any business in their official capacity with any business entity for which the Associate is an officer, director, agent, or member or in which they own a financial interest, or otherwise has any material interest therein. Nor shall an Associate, acting in a private capacity, transact or solicit to transact any business with FPHA.
8. No Associate shall have personal investments in any enterprise, which would reasonably create a conflict between their private business interest and the public interest.
9. No Associate shall, at any time, accept any compensation, payment or thing of value when such Associate knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Associate was expected to participate in their official capacity.

10. No Associate may, either directly or indirectly, purchase, rent, or lease any realty, goods, or services for or on behalf of FPHA from any business entity of which the Associate is an officer, partner, director, or proprietor, or in which any of them have a material interest.
11. No Associate shall personally represent another person or entity before FPHA for compensation for a period of two (2) years after leaving the Board of Commissioners or terminating their employment with FPHA for any reason, unless they are employed by another public agency.
12. No Associate shall have or hold any employment or contractual relationship with any business entity or agency, which is doing business with FPHA. Nor shall any Associate have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties, or that would impede the full and faithful discharge of their public duties.
13. No Associate shall have any interest, financial or otherwise, in any business transaction or professional activity, nor from any obligation of any venture which is in substantial conflict with the proper discharge of his or her duties.
14. No Commissioner may vote in their official capacity upon any measure which would inure to their special private gain or loss or which they know would inure to the special private gain or loss of a relative or business associate of the Commissioner. A Commissioner, prior to a vote being taken, shall publicly state at the meeting, the nature of the Commissioner's interest in the matter from which they are abstaining from voting. However, if the nature of the conflict is known prior to the meeting, the Commissioner shall notify the Executive Director in writing prior to the meeting.



## CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313 (12). Failure to execute either Section may result in rejection of this Bid.

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### SECTION I

I hereby certify that no official or employee of the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

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### SECTION II

I hereby certify that the following named HOUSING AUTHORITY OF THE CITY OF FORT PIERCE official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the City Clerk, 100 North U.S. Highway 1, P.O. Box 1480, Fort Pierce, Florida 34954, prior to Bid opening date.

Name

Title or Position

Date of Filing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
City, State, Zip Code

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is and my relationship to the entity named above is \_\_\_\_\_

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a Subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification: \_\_\_\_\_

Type of ID

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**COVER SHEET**

Date: October, 2020

FPHA Infinity Center Remodeling

Bid # FP-001-20

**This is not an order**

COMPANY NAME AND ADDRESS

SUBMIT AN ORIGINAL BID AND TWO COPIES.

THIS BID WILL BE OPENED ON **MONDAY, NOVEMBER 2, 2020, AT 10:00 A.M.**  
511 ORANGE STREET, FORT PIERCE, FLORIDA.

PLEASE TYPEWRITE OR WRITE LEGIBLY WHEN SUBMITTING  
| PRICES ON THIS BID FORM.

Procurement Specialist: **Rhonda Corrodus**      **PHONE: 772-429-6435**

**BID SECURITY REQUIREMENTS**

- None Required
  - Bid Bond
- \_\_\_\_\_ 5%

**TERMS OF CONTRACT**

- One Time Purchase
- Annual Requirement - Prices to Remain Firm for One Year From Date of Award
- Other: Possible Renewal for One additional Year

**SAMPLE REQUIREMENTS**

- None required
- Samples Required Prior to Bid Opening
- Samples May Be Required Subsequent to Bid Opening
- Literature Required with Bid
- Product & Equipment Submittals

**PERFORMANCE AND PAYMENT BOND**

- None Required
- Bond Required:  
    100% of Performance and Payment (preferred)  
    or 50% Performance Bond plus 50% Payment Bond

**QUANTITIES**

- Quantities Indicated are Exacting
- Quantities Indicated Reflect the Approximate Quantities of units Throughout the Contract Period and are Subject to Fluctuation in Accordance with Actual Requirements. **FIELD VERIFICATION IS REQUIRED.**

FOR TECHNICAL INQUIRES, CONTACT:  
RHONDA CORRODUS IN WRITING  
VIA E-MAIL OR FAX  
  
[rhonda.corrodus@cfpha.org](mailto:rhonda.corrodus@cfpha.org)  
FAX #: 772-466-0663

Housing Authority Section: Asset Management

**SEE BID FORM ATTACHED**

TERMS OF PAYMENT: Net or \_\_\_\_\_ % Discount \_\_\_\_\_ Days  
**(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING THE AWARD.)**

BIDDERS CERTIFICATION

MATERIAL IS F.O.B. \_\_\_\_\_

DELIVERY WILL BE MADE IN \_\_\_\_\_ DAYS FROM RECEIPT OF ORDER

WE HAVE RECEIVED ADDENDA

\_\_\_\_\_ THROUGH \_\_\_\_\_

\_\_\_\_\_  
Handwritten Signature of Authorized Officer of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Individual's Name & Title

\_\_\_\_\_  
Phone Number

## SCOPE OF WORK

### SAFETY

All pertinent safety (including but not limited to OSHA) regulations shall be adhered to rigidly. In addition, all safety warnings noted on the manufacturer's product and/or data sheets and labels shall be observed as well.

### RESOLUTION OF CONFLICTS

Contractor shall be responsible for requesting prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or window manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval by the FPHA, or its representative.

### MINIMUM SPECIFICATIONS

If instructions contained in this specification, bid documents or installation specs. are at a variance with the manufacturer's instructions or the applicable standard, and codes listed, the higher standard, as determined by the FPHA, or its representative, will take precedence.

### A. PURPOSE

The purpose of this project is to **rehab two (2) units that suffered fire and or smoke damage located at 3006 Ave. L., and 904 N. 23<sup>rd</sup> St., Fort Pierce, FL**

### B. GENERAL

1. All work shall be performed with as little interference to the tenants and neighbors as possible.
2. Contractor is responsible for all permits needed.
3. All work shall be performed in a manner that leaves all areas locked, during and at the end of the workday.
4. The contractor shall protect all existing items that are to remain in place, and shall clean or replace any damage to existing building and grounds due to cleaning contractor's work on the premises.
5. The contractor shall be responsible for the protection and safekeeping of all materials on the work site.
6. The contractor shall remove all unused materials and debris from the work site every evening, leaving the area clean.

### C. SPECIAL CONDITIONS

1. The work shall be commenced at the time stipulated by the Director of Asset Management. Once FPHA notifies the Contractor of work request, the Contractor shall have 24 hours to respond. Work must be commenced with 24 hours of initial notification. Times indicated do not include weekends or holidays as observed by the FPHA.

2. All required papers to be delivered to the FPHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Purchasing Department at 511 Orange Avenue, Fort Pierce, FL 34950.
3. The chosen Contractor shall agree to hold harmless the Fort Pierce Housing Authority, its agents and employees against any and all claims, loss, liability or damage to persons or property that may arise in connection with the services being rendered.
4. The chosen contractor shall submit a numbered, signed invoice, listing the address of the doors and windows replaced, to the Purchasing Department. Payment shall be made within 30 days of receipt of such invoice.

**D. TECHNICAL SPECIFICATIONS**

**SCOPE OF WORK FOR DETAILS**

**BID PRICE SHEET**  
**Rehabilitation of Two Fire Units**  
**FP-001-20**

Installation Requirements	*Sub-Contractor to Perform Work (Circle one)		Material Cost	Labor Cost	Total Cost
	Yes	No			
Demolition	Yes	No	\$	\$	\$
Rehabilitation	Yes	No	\$	\$	\$
Clean Up	Yes	No	\$	\$	\$
Profit & Overhead (Cannot exceed 14% of Project Cost)					\$
You <u>MUST</u> field verify all work					
				\$	

\*MUST be answered. Failure to indicate whether a sub-contractor will be used or not may deem your bid unresponsive therefore not considered for award.

The undersigned bidder hereby bids the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this bid, the undersigned bidder agrees to abide by all terms and conditions listed within any document issued by the FPHA pertaining to this issue. **BIDS DUE BY 10:00 A.M., Monday, November 2, 2020.**

Estimated Time to perform the above scopes of work	
----------------------------------------------------	--

COMPLETED BY:

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address (Street; City; State; Zip)

\_\_\_\_\_  
 Phone #

\_\_\_\_\_  
 Cell Phone #

**BID DECLARATION**  
**FP-001-20 Rehabilitation of Fire Units**

TO FORT PIERCE HOUSING AUTHORITY:

The undersigned, as Bidder, hereby declares that the only entity interested in the Bid as Principal or Principals is/are, named herein and that no entity other than herein mentioned has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or party making a Bid; and that it is in all respects fair, and made in good faith, without collusion or fraud.

The Bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the places where the work is to be done and contractual documents relative hereto, and has read all special provisions furnished prior to the opening of Bids, that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the FORT PIERCE HOUSING AUTHORITY, in the form of contract specified, and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Contract according to the Plans and Specifications. **All subcontractors must receive prior approval from the Fort Pierce Housing Authority and must meet the minimum experience and qualifications requirements.** The Bidder agrees that any award will be made subject to approval by the United States Department of Housing and Urban Development.

In full and complete accordance with shown, noted, described and reasonably intended requirements of the plans and specifications and Contract Documents to the full and entire satisfaction of the FORT PIERCE HOUSING AUTHORITY, with a definite understanding that no money will be allowed for extra work except as set forth in the attached general conditions and Contract Documents, the undersigned Bidder, for the following sums, proposes:

TOTAL MATERIAL COST	\$
TOTAL LABOR COST	\$
TOTAL PROFIT & OVERHEAD	\$
<b>TOTAL COST</b>	<b>\$</b>
<b>BID BOND AMOUNT (5% OF TOTAL COST LINE)</b>	<b>\$</b>

\_\_\_\_\_  
 Name (signed)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (printed)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of the Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Telephone Number



## **TERMS AND BID CONDITIONS**

The Housing Authority of the City of Fort Pierce (FPHA) is seeking a Licensed Contractor for the Rehabilitation of Fire Units. The selected Contractor will be responsible for providing/ensuring a full scope of service as specified.

### **GENERAL**

1. The term Owner shall, for the purpose of this contract, mean the Housing Authority of the City of Fort Pierce.
2. In case of a conflict in the interpretation of the documents, the most stringent interpretation shall prevail.
3. The Contractor shall perform, or have performed, all work specified and conform to all regulations in accordance with the latest governing rules and regulations.
4. Bidder must submit all pricing on the price sheet(s) provided. All entries in the entire Bid must be made clearly in **blue ink or typed (signatures MUST be in blue ink)**. Bids in which the prices obviously are unbalanced will be rejected.

Nothing in these specifications shall be interpreted to conflict with local, state, or federal requirements, which may apply to this class of work. Should any conflict exist, the Contractor shall advise the Owner and be guided by the law or requirements.

### **BID CHANGES**

No changes in the amount of Bid appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. The person signing the Bid must initial all changes, corrections and erasures. Changes transmitted by telegraph, electronic medium or facsimile (FAX) will not be considered

### **REVISIONS OF BID FORM**

Request for revision of the Bid Form must be made to the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE at least three (3) business days prior to date of opening of Bids. Revision of the Bid by the Bidder without the approved request will void the Bid.

### **BASIS OF AWARD**

The project will be awarded to the Bidder with the lowest bid, and who is the most reasonable and responsive. All awards are contingent upon the availability of funds within the approved budget.

**HOUSING AUTHORITY OF THE CITY OF FORT PIERCE** reserves the right to reject any or all Bids as may be in the best interest of the AGENCY solely at its discretion. This method of determining award supersedes any other references within the Specifications.

### **CONTRACT TYPE**

The contract type shall be a firm-fixed-priced contract. The Bidder shall propose a firm-fixed-price for the specified sites and work for be performed. The price invoiced by the contractor shall not vary from the agreed upon price regardless of the actual costs incurred by the contractor.

## **TIME CONSTRAINTS AND COMMENCEMENT OF WORK**

The work shall be commenced at the time stipulated in the Notification to Begin Work. Once FPHA notifies the Contractor of work request, the Contractor shall have 24 hours to respond to the Notice to Proceed. Work must be commenced with forty-eight (48) hours of notification; remediation shall be completed within the agreed upon calendar days of notification.

## **LIQUIDATED DAMAGES**

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the FPHA the sum of \$200.00 as damages for each calendar day of delay until the work is completed and accepted.

## **LEAD PAINT**

Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

## **WORK SITE DAMAGES**

Any damage to property, whether owned by the FPHA or others, resulting from work performed under the contract shall be repaired or replaced to the FPHA's satisfaction at the Contractor's expense.

## **ASSIGNMENT**

Neither this contract nor any of the Contractor's rights or obligations hereunder may be assigned or subcontracted by the Contractor without written permission/consent granted by the Authority. Any transfer of this contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote on the majority of the outstanding voting stock of the Contractor after the date of the award.

## **DEFAULT and TERMINATION- In the event that:**

1. The Contractor shall fail to keep and adhere to the standards set forth in this bid and such failure continues for a period of more than seven (7) days after delivery to the Contractor a written notice of default: or,
2. The Contractor's, or any affiliates, overall performance is less than acceptable or,
3. The Contractor's occupational business license or insurance coverage shall terminate for any reason: or
4. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition for reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws, or under any other law or statute of the United States or any state thereof.
5. Any total assignment, by the Contractor, of this contract or any of Contractor's rights and obligations hereunder:

Then in its discretion, the FPHA will have the right to terminate this contract for default, which termination will be effective twenty-four (24) hours after written notice of such termination is given to the Contractor or the owner may specify the termination date in its written notice of termination. All compensation will end with the termination date.

Notwithstanding anything else herein contained, the FPHA may terminate this contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice.

## **INSURANCE**

1. Each Contractor shall be responsible for safety of persons and property and compliance with all Federal, State, and Local statutes, rules, regulations, and orders relating to the conduct of their work. The Contractor shall be responsible for payment of all fines levied against the FPHA because of the Contractor's conduct of their work. The Contractor shall indemnify and hold harmless the FPHA for damages or liability resulting from any claim made by or on behalf of any employee of the Contractor relating to the conduct of the work.
2. Contractor's Liability Insurance-The insurance required shall be written for not less than the following, or greater if required by law:
  - a. Workmen's Compensation & Employer's Liability:  
\$1,000,000.00 for each employee, each occurrence, and each accident.
  - b. Evidence of the ability to acquire General Liability coverage, (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000.00
  - d. Automobile Liability: \$1,000,000.00
  - e. Excess Insurance: \$1,000,000.00
  - f. The Contractor shall procure and maintain, during the life of the contract, insurance as listed. The Contractor will not be allowed to continue on site after the expiration of insurance coverage, any lapse in coverage will cause termination of contract. Contractor's partial payment shall be withheld until current Certificate of Insurance is submitted to the Authority.

**Housing Authority of the City of Fort Pierce must be named as additional insured.**

## **AMENDMENT**

The term of any resultant contract may not be modified, changed, or amended orally, or in any other manner, except by an instrument in writing signed by the Executive Director of the FPHA and the owner of the company.

## **COMMUNICATIONS**

All notices, requests, demands and other communication required or permitted under the IFB/contract shall be in writing and shall be deemed given (a) upon personal delivery, (b) when sent by facsimile, provided that receipt thereof is confirmed verbally or by return facsimile, (c) on the first business day after receipted delivery to a courier service which guarantees next-business -day delivery, under circumstances in which such a guaranty is applicable, of (d) on the earlier of

delivery or three business days after mailing by United States certified mail, postage and fees prepaid, to the appropriate party at the address set forth below or to such other address as the party so notified the other in writing. Transmit communications by personal delivery, courier, or certified mail to:

Andrea Kochanowski, Executive Director  
Fort Pierce Housing Authority  
511 Orange Avenue  
Fort Pierce, FL 34950  
Telephone: (772) 429-6427

## **INDEMNIFICATION**

To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend FPHA, its commissioners, employees, and agents, from and against any and all liabilities, claims, damages, losses, suites, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which FPHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against FPHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractor or agent, in the fulfillment or performance of terms, conditions, or covenants that are contained in this Agreement, and which said actor or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitation of liability to which FPHA is entitled under Florida law. **SUB-CONTRACTS ARE NOT ASSOCIATED WITH FPHA IN ANY WAY. FPHA IS NOT LIABLE FOR ANY DISPUTES, PAYMENT CONFLICTS, ETC.**

## **SERVICE CONFERENCE**

A pre-service conference will be held prior to beginning of work. The date, time, and place will be determined after the contract is awarded.

## **INSPECTION AND ACCEPTANCE**

When a unit is completed, an inspection shall be made by the FPHA to determine acceptability. If deficiencies exist, the FPHA will notify the Contractor. Deficient work shall be corrected as soon as possible of being notified and re-inspected before proceeding.

## **DAVIS-BACON WAGES ACT**

The Contractor shall through the life of the contract submit the necessary paperwork, at each pay period by Certified Payroll, which shows compliance with the Davis-Bacon Wage Rates. This will be verified through Employee Survey that will be conducted on site.

## **BILLING PERIOD**

The billing period will be on monthly basis and will not cover any portion of two months on any billing period. All invoices for payment must be presented to the Director of Asset Management along with all acceptable FPHA forms and releases each month for processing.

## **PAY REQUEST**

1. The FPHA will review and sign pay request. A pay request payment will not be made unless all forms provided and signed off accompany pay request.
2. Forward approved forms and invoices to the Housing Authority of the City of Fort Pierce, Modernization, Attn. Edgar Kiley, 511 Orange Avenue, Fort Pierce, Florida 34950, for processing. If the pay request meets all necessary requirements, the pay request will be approved and payment will be processed. Payments will be made once a month for all satisfactory work completed. The Contractor will allow thirty (30) working days for payment.

## **CONFLICT IN DIRECTION**

If the Contractor receives directions from anyone other than the Director of Asset Management, he or she shall promptly notify the Director of Asset Management. If the Contractor performs any work knowing it to be contrary to the scope of work and specifications, the Contractor shall bear all costs arising there from.

## **ADDITION/DELETION OF LOCATIONS**

All deletion's and/or additions to contract resulting from this bid will be by written change order only.

## **COMPETENCY OF BIDDERS**

1. Bids will be considered only from firms/individuals who can provide and present evidence, acceptable to the FPHA that they can provide quality Construction meeting or exceeding the requirements (specifications) of the FPHA as herein stated. To receive consideration of this Bid, the Proposing firm/individual must present evidence of the following:
2. All personnel and subcontractors shall be trained and qualified.
3. Providers doing impact resistant window installation shall have been engaged successfully in the business of construction and/or door installation work for at least three (3) years prior to the date of this offer.
4. Contractor shall be licensed under the provisions of the Florida Statues, to do business in the State of Florida or of the state of their home office. All firms/individuals must submit proof (i.e. copies) of all necessary state; county and local licenses/permits as may be required by law to operate the requisite business.
5. Consideration will only be given to firms/individuals submitting Bids that have experience in Commercial Bat Abatement either directly or through the use of a subcontractor. A list of references must be provided with this Bid showing names, addresses, project dollar amount, number of roofs installed, and individuals to contact for verification.
6. All Bidders shall furnish written evidence of municipal and commercial work, references and phone numbers with names to contact.
7. Bidders shall furnish as part of its Bid a written statement evidencing its ability to accomplish the work to the complete satisfaction of the Housing Authority of the City of Fort Pierce. This

statement must include information as to the immediate availability or ownership of the necessary equipment to perform this work, the financial worth of the Contractor, and experience which the Contractor has in successfully completing the projects of a similar size, scope and responsibility. Failure to provide such written statement may result in bid rejection.

8. The Bidder must be familiar with all laws, ordinances, rules and regulations that may in any way affect the work. Ignorance on the part of the Bidder will in no way relieve them from responsibility.
9. Bidder must submit a list of Public Housing Authorities that they have provided remediation services for at the present time or in the past with names and addresses of individuals to contact for verification.

**SUBMITTAL STATEMENT**  
**FP-002-17**  
**FPHA Infinity Center Remodeling**

1. The undersigned certifies that this Bid is made in good faith, without collusion or connection with any other person or entity proposing on this work.
2. The undersigned Bidder has examined and read (cover to cover) all specifications, general and special conditions, other contract documents, and all addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Bid and the specified requirements, for the proposed work.
3. The undersigned Bidder certifies that no officer or agent of the HOUSING AUTHORITY OF THE CITY OF FORT PIERCE will directly or indirectly benefit from this Bid.

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Name

# **APPENDIX A**

**HUD FORM  
51001  
(MANDATORY SUBMITTAL FORM DURING CONTRACT)**



# Periodic Estimate for Partial Payment

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0157  
(exp. 3/31/2010)

Submit original and one copy to the Public Housing Agency.  
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
-------------------------------	--------------------------	---------------------------------------------

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$
<b>Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)</b>		<b>\$</b>

**Instructions**

**Headings.** Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

**Columns 1 and 2.** The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

**Column 3.** Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

**Certifications.** The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself/herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

**Certification of the Contractor or Duly Authorized Representative**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) \_\_\_\_\_ and (contractor) \_\_\_\_\_ dated (mm/dd/yyyy) \_\_\_\_\_, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount			\$ _____
<b>Approved Change Orders:</b>			
2. Additions (Total from Col. 3, form HUD-51002)	\$ _____		
3. Deductions (Total from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____	
4. Current Adjusted Contract Amount (line 1 plus or minus net)			\$ _____
<b>Computation of Balance Due this Payment</b>			
5. Value of Original Contract work completed to date (from other side of this form)			\$ _____
<b>Completed Under Approved Change Orders</b>			
6. Additions (from Col. 4, form HUD-51002)	\$ _____		
7. Deductions (from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____	
8. Total Value of Work in Place (line 5 plus or minus net line 7)			\$ _____
9. Less: Retainage, _____ %	\$ _____		
10. Net amount earned to date (line 8 less line 9)		\$ _____	
11. Less: Previously earned (line 10, last Periodic Estimate)		\$ _____	
12. Net amount due, work in place (line 10 less line 11)			\$ _____
<b>Value of Materials Property Stored</b>			
13. At close of this period (from form HUD-51004)	\$ _____		
14. Less: Allowed last period	\$ _____		
15. Increase (decrease) from amount allowed last period	\$ _____		
16. Balance Due This Payment			\$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have completed with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
_____	_____	_____	_____

**Certificate of Authorized Project Representative and of Contracting Officer**

Each of us certifies that he/she has checked and verified this Periodic Estimate No. \_\_\_\_\_; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ \_\_\_\_\_.

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)
_____	_____	_____	_____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# **Appendix B**

## **Previous Participation**

# Previous Participation Certification

U.S. Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(exp. 9/30/2009)

**Part I To be completed by Principals of Multifamily Projects. See Instructions** Reason for Submitting Certification For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed 2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount 4. Number of Units or Beds 5. Section of Act 6. Type of Project (check one)  
 Existing  Rehabilitation  Proposed (New)

**List of All Proposed Principal Participants**

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

**Certifications:** I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

I further certify that:

- Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.
- For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification,
  - No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
  - I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
  - I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

- I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
- All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
- I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and USDA's Standard of Conduct in 7C.F.R. Part O Subpart B.

- I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
- To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
- I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal or participant in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name) Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation, First Experience."

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes   No		6. Last Mgmt and/or Physical Inspectn Rating

**Part II – For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or transferal to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other, our memorandum is attached.
Supervisor		Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No    Date (mm/dd/yyyy)

Previous editions are obsolete

Page 2 of 2

ref Handbook 4065.1 form HUD-2530 (5/2001)

# **APPENDIX C**

## **Davis-Bacon Act**

"General Decision Number: FL20200087 10/02/2020

Superseded General Decision Number: FL20190087

State: Florida

Construction Type: Residential

County: St Lucie County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	08/14/2020
2	10/02/2020

\* ELEC0728-002 09/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 33.53	12.72

-----  
 ENGI0487-012 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 28.32	8.80
OPERATOR: Crane		

All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; &

All Type of Flying Cranes... Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice).....	\$ 29.05	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

-----  
 IRON0402-002 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.69	12.70



PAIN0452-001 08/01/2020

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 16.21	11.35

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SHEE0032-005 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 19.33	14.39

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SUFL2009-126 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 14.89	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 16.19		0.00
LABORER: Common or General.....\$ 9.65		0.00
LABORER: Mason Tender - Brick...\$ 11.51		0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 10.46		0.00
LABORER: Pipelayer.....\$ 11.79		0.00
LABORER: Roof Tearoff.....\$ 9.00		0.00
LABORER: Landscape and Irrigation.....\$ 9.15		0.00
OPERATOR: Asphalt Paver.....\$ 11.63		0.00
OPERATOR: Backhoe Loader Combo.....\$ 17.04		0.00
OPERATOR: Bulldozer.....\$ 13.67		0.00
OPERATOR: Distributor.....\$ 11.41		0.00

OPERATOR: Excavator.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 16.48	0.00
OPERATOR: Roller.....	\$ 10.58	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 25.00	1.17
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 14.50	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**APPENDIX D**

**CONTRACTOR SECTION 3 UTILIZATION  
AND AFFIRMATIVE ACTION PLAN**

### **SECTION 3 COVERED PROJECT AREA (AFFIRMATIVE ACTION PLAN MANDATORY)**

For Purposes of job training, employment, and contracts, the Section 3 area indicating specific boundaries may be obtained at City Hall, Fort Pierce, Florida.

Included in the Bid forms is a "Contractor Section 3 Utilization Affirmative Action Plan". This plan, including Tables A & B (Appendix D), represents the minimum information necessary in order for an Bidder to have his/her Bid be responsive and to be evaluated and considered for award. Failure of a Bidder to complete and sign this Plan, including Tables A & B, will cause the Bid to be non-responsive and rejected.

The Bidder is encouraged to submit any and all available evidence in support of his/her plan including Tables A & B, to show he/she has taken necessary action during the Bid process and will take necessary action during the performance of the Contract, to utilize lower income area residents as trainees and employees and to utilize business concerns located in or owned in substantial part by persons residing in the Section 3 covered area, and the Bidder has an affirmative action PLAN.

For example, the Bidder should include in his Bid copies of evidence of trainee programs (if any), employee recruitment programs, newspaper advertisements, notices sent to community organizations and public or private intuitions to solicit Section 3 business concerns and other similar documentary evidence.

Anything to the contrary herein notwithstanding, the Bidder is charged with the responsibility of being familiar with and meeting applicable Section 3 requirements; with the utilization of the subject lower income residents and business concerns; with preparing the Section 3 affirmative action; and with providing evidence of the steps taken during the Bid process and steps to be taken during performance of the Contract in implementing all of the foregoing.

For the purpose of assisting contractors with understanding Section 3, the following information is provided. This information is NOT all-inclusive and should only be considered as an aide to understanding the Section 3 requirements. As stated previously, it is the responsibility of the bidder to ensure full compliance.

**ALL CONTRACTORS ARE REQUIRED TO DO 10% OF THE CONTRACTING BUSINESS WITH A SECTION 3 SUB-CONTRACTOR SHOULD A SUB-CONTRACTOR BE NEEDED. FAILURE TO DO SO WILL RESULT IN PART OR ALL OF THE RETENTION BEING WITHELD BASED ON THE DOLLAR AMOUNT NOT EXPENDED WITH A SECTION 3 COMPANY.**

**A SECTION 3 COMPANY THAT IS THE PRIME CONTRACTOR MUST ALSO ADHERE TO THE REQUIREMENTS FOR SUB-CONTRACTING WITH A SECTION 3 COMPANY.**

### **What is Section 3?**

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

### **Section 3 Policy**

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

### **Who are Section 3 residents?**

Section 3 residents are:

- Public housing residents
- Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

### **Determining Income Levels**

- Low income is defined as 80% or below the median income of that area
- Very low income is defined as 50% or below the median income of that area.
- Median incomes can be found using the American Fact Finder.

### **What is a Section 3 business & what types of economic opportunities are available under Section 3?**

*A business:*

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

*Types of Opportunities:*

- Job training
- Employment
- Contracts

Examples include:

#### **Administrative/ Management**

accounting

payroll

research

bookkeeping

purchasing

word processing



## **Services**

appliance repair  
florists  
marketing  
carpet installation  
janitorial  
photography  
catering  
landscaping  
printing  
computer/information  
manufacturing  
transportation

## **Construction**

architecture  
bricklaying  
carpentry  
cement/masonry  
demolition  
drywall  
electrical  
elevator construction  
engineering  
fencing  
heating  
iron works  
machine operation  
painting  
plastering  
plumbing  
surveying  
tile setting

## **Who will award the economic opportunities?**

Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

## **Who receives priority under Section 3?**

*For training and employment:*

- Persons in public and assisted housing
- Persons receiving unemployment or other government assistance
- Returning Veterans
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

*For contracting:*

Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

### **Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. **At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement.** This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

**What are funding thresholds and how do they apply to Section 3 covered financial assistance?** Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public and Indian housing (PIH) programs. **The requirements of Section 3 apply to all PIH programs regardless of the amount of assistance received from HUD.**

### **What responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?**

**If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns.** The same numerical goals apply to contractors and subcontractors (**30 percent of new hires, AND 10 percent of construction contracts, and 3 percent of non-construction contracts**). In addition, the contractor/subcontractor must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

### **What are the Section 3 minimum numerical goals?**

The minimum numerical goal for employment is thirty (30) percent of the aggregate number of new hires shall be Section 3 residents, annually- i.e., 3 out of 10 new employees needed to complete a Section 3 covered project/activity shall be Section 3 residents. The minimum goals for contracting are: Ten (10) percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with 15 housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and Three (3) percent of the total dollar amount of all non-construction Section 3 covered contracts shall be awarded to Section 3 businesses

### **How can businesses and low income persons find out more about Section 3?**

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Field Office or the HUD community Builder.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file complaints if they believe a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily may result in an administrative hearing.

### **Are all public and Indian housing residents considered Section 3 residents regardless of their income?**

Yes. Public and Indian housing residents need only show proof of residency in public housing within the metropolitan area (or non-metropolitan county). Other residents of the Section 3 area may need to show proof of residency in the metropolitan area (or non-metropolitan county) and meet the HUD income requirements.

### **Will HUD require compliance?**

**Yes.** HUD receives annual reports from recipients, monitors the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

### **How can businesses or residents pursue an alleged violation of Section 3?**

You can file a written complaint with the local HUD Field Office or mail it to:

The Assistant Secretary for Fair Housing and Equal Opportunity

Attn: Office of Economic Opportunity U.S. Department of Housing and Urban Development

451 Seventh Street, S.W., Room 5100

Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |                                                                                                  |                                                       |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |                                                       |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |                                                                                            |                                                                                                         |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |                                                         |                                                                                        |
|---------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

_____	_____	
Authorizing Name and Signature	Notary	
_____	My term expires: _____	
Title		
_____	_____	_____
Signature	Date	Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

# MANDATORY FORM

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

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**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: \_\_\_\_\_

Signature

Date

Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
MANDATORY FORM**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature Date Printed Name

## SECTION 3 BUSINESS PREFERENCE CLAUSE

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- A. 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. 1701u (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.
- B. The parties to this contract agree to comply with HUD's regulations 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.
- C. 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 or organization or workers' representative of the contractor's commitments 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.
- D. 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 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.
- E. 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.
- F. 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The FPHA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### Priority I

#### Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### Priority II

#### Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### Priority III

#### Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

### Priority IV

#### Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

### Priority V

#### Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### Priority VI

#### Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### Priority VII

#### Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.



HUD directs within 24 CFR 135 that the FPHA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the FPHA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

	“X” = LESSOR OF:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

# **APPENDIX E**

## **Profile of Firm**

## PROFILE OF FIRM FORM

(1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attached a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (brief professional resume for each):

I.	NAME	II.	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project;

III.	NAME	IV.	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

**PROFILE OF FIRM FORM**

(8) Federal Tax ID No.: \_\_\_\_\_

(9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_

(10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

(11) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the FPFA? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the FPFA or any person interested in the proposed contract; and that all statements in said proposal are true.

(17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the FPFA discovers that any information entered herein is false, that shall entitle the FPFA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**



# **APPENDIX F**

## **Checklist for Bid Completion**

**This checklist is to be used ONLY as a guide for completing the bid packet. The FPHA assumes not responsibility for any omissions as a result of utilizing this checklist. It is the responsibility of each bidder to ensure all required items are furnished when submitting the bid packet**

# The Housing Authority of the City of Fort Pierce

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Checklist for Bid Completion (**Please Place the Packets in This Order**)

**Bidder Name:** \_\_\_\_\_

## **Required Forms:**

- Bid Bond
- Pricing Charts
- Cover Sheet (completed fully)
- Previous Participation
- Conflict of Interest
- Submittal Statement
- Contractor Section 3 Utilization and Affirmative Action Plan
- Profile of Firm (along with supporting documentation)
- Insurance, Licenses, Certificates

## **Recap of Competency of Bidders**

### **Evidence to Provide as Required:**

- Trained and qualified Tradesman
- Engaged in business for at least three (3) years
- Proof of insurance coverage
- Copies of state, county and local licenses / permits
- References provided with names, addresses, phone numbers to prove experience (**last four (4) jobs plus references from jobs with like scope**)
- Written evidence of municipal & commercial work, references with contact names and phone numbers (**City of Fort Pierce Permitting and Building Inspection Office will be checked for previous compliance/issues**)
- Written statement re: ability to accomplish work to satisfaction of FPHA
  - Availability or ownership of the necessary equipment to perform work
  - Financial worth of Bidder
  - Experience in successfully completing projects of similar size, scope, and responsibility
- List of Public Housing Authorities Bidder has provided service for, present or past, with contact names and addresses for reference.

Other \_\_\_\_\_

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Notes: \_\_\_\_\_

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**HUD 5370 is being supplied as a separate attachment**