

Fort Walton Beach Housing Authority



INVITATION FOR BIDS (IFB)

No. B24003

As Needed HVAC Services

DUE February 22, 2024 @ 4:00 pm (CST)

INVITATION FOR BIDS (IFB) No. B24003, HVAC AS NEEDED SERVICES

INTRODUCTION

The Fort Walton Beach Housing Authority (hereinafter, “Agency”) is a public entity that was formed in 1968 to provide federally subsidized housing and housing assistance to low-income families within the city of Fort Walton Beach and Okaloosa County. FWBHA is headed by an Executive Director (ED), governed by a seven-person Board of Commissioners (Board), and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the agency’s procurement policy. Though brought into existence by a Resolution of the City of Fort Walton Beach, the housing authority a separate entity from the City.

Currently, the FWBHA owns and/or manages: (a) multi-family apartment complex 124 units; (b) administers a total of 852 Housing Choice and VA Supporting Housing Vouchers; 210 Market Rate units. The Agency currently has approximately 12 employees.

In keeping with its mandate to provide efficient and effective services, the FWBHA is now soliciting quotations from qualified, licensed, and insured entities to perform the above noted services to the FWBHA. All quotations submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Mr. Starr.)	Brittnee Orr, Operations Director 27 Robinwood Drive SW, Fort Walton Beach, FL 32548 Telephone: (850) 243-3224 ext. 301 E-mail: brittnee@fwbha.org TDD/TTY: (850) 243-2445
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
PRE-BID CONFERENCE	No Pre-Bid Conference
QUESTION SUBMITTAL DEADLINE	Wednesday, February 14, 2024, 4:00 PM CST
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the eProcurement Marketplace. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
BID SUBMITAL RETURN & DEADLINE	*Wednesday, February 22, 2024, 4:00 PM CST 27 Robinwood Dr SW, FWB, FL 32548. The sealed “hard copy” bid documentation must be received in-hand and time-stamped by Fort Walton Beach Housing Authority by no later than 4:00 PM CST on this date).

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1. THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 **Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Executive Director (ED).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 1.7 **Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, a.k.a., "the Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but

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to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2. **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** Fort Walton Beach Housing Authority is seeking bids from qualified, licensed, and insured entities to provide the following detailed services:

2.1 **General Description of Services.** The purpose of this IFB is to form pools of contractors that the Agency may draw from to contract for all phases of:

2.2 **HVAC Related Work:** HVAC-related work including but not limited to, providing equipment, diagnostics, repairing, maintenance, and installation of heating, ventilation and air conditioning, and refrigeration.

2.2.1 The purpose of this IFB is to form a pool of licensed and qualified contractors that the Agency may draw from to contract for all phases of HVAC-related work. The awarded contractor(s) shall be located so as to allow maximum mobilization/site arrival time of 240 minutes or less from initial notification to Charlie Hill Terrace and Church Street Properties. In any case, the FWBHA shall receive a "Priority Customer" preference, which gives the FWBHA top priority in service calls.

2.2.2 It shall be the responsibility of the Contractor to properly and compliantly address all requirements pertaining to refrigerant recovery in compliance with all local, state, and federal codes, statutes, laws, and regulations.

2.3 **Dispatch Services.** The contractor shall provide dispatcher services 8 hours a day, 6 days a week including weekends and holidays. Regular business service hours shall be defined as 8:00 a.m. to 5:00 p.m. Monday through Friday except for legal holidays.

2.3.1 After-hour service hours shall be defined as 5:00 p.m. to 8:00 a.m., Monday through Friday; all day and night on Saturday and Sunday and will include all legal holidays.

Legal Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

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- Christmas Day

- 2.4 **Work Standards.** It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC); Uniform Mechanical Code (UMC); Uniform Mechanical Code (UMC); National Electric Code, 2014 (NEC).
- 2.5 **Procedure for Quoting:** Prior to the performance of any work, outside of service calls, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the FWBHA Property Manager/Maintenance Supervisor. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during the performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the FWBHA Property Manager/Maintenance Supervisor. Any work done after such discovery, without authorization, will be done at the contractor's risk.
- 2.5.1 The contractor shall not exceed the proposed number of hours accepted by the FWBHA without prior authorization from the FWBHA Property Manager/Maintenance Supervisor so a change order can be created. The scope proposed shall be thorough and descriptive and if more space is required a separate sheet shall be attached to the quote form.
- 2.5.2 The contractor shall not be entitled to additional compensation if it subsequently finds the conditions required additional labor or equipment that it did not anticipate, if a change order is not put in place.
- 2.5.3 The FWBHA Property Manager/Foreman will issue a Purchase Order (PO) number or Emergency Purchase Order number authorizing the contractor to start work at the site. The Contractor will not begin work on any FWBHA Properties until an approved PO has been received. All invoices must reflect the PO number or Emergency PO number when submitted for payment.
- 2.6 **Repair Services:** Based on the site examination, the contractor shall submit a written quote detailing the number of hours and appropriate hourly rate (as indicated on the Project Bid Form). The quote shall be

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for a “firm-fixed-price” amount, based on the scope of the work to be performed and as directed by the FWBHA Property Manager/Maintenance Supervisor. FWBHA reserves the right to accept or reject the requirements of the written work bid before the commencement of activities by the Contractor.

- 2.7 Supplies/Materials:** The complete detailed list of supplies and materials needed to complete the repairs, including any fixtures that will be replaced. Such items shall be priced at the rate submitted and agreed upon for pricing items in the bid form. All of the items shown or noted on any plans or in the specification of each project, which is not specifically a bid item, are considered to be incidental items. The cost of furnishing and installing all incidental items will not be paid for separately but shall be included in the contract unit’s prices as bid unless otherwise noted. Items that need to be replaced must be comparable to the existing items. The FWBHA reserves the right to request the supplier’s invoice (Contractor’s costs) for any items being charged to FWBHA.
- 2.8 Labor Hours:** The number of hours that the contractor will require for each position is based on the estimated number of hours provided by FWBHA. A normal work crew will consist of 1 qualified HVAC technician unless the situation calls for an additional employee. The contractor shall provide an HVAC Technician and an HVAC Apprentice after it is mutually agreed upon before commencing work. Note: Most situations will only call for 1 technician.
- 2.9 Labor Rates All-inclusive:** Unless otherwise provided for herein, the hourly labor fees bid shall be all-inclusive for all other items, services and costs that the contractor(s) needs to complete the work, including but not limited to: travel; tools; equipment (including personal protective equipment); insurance; licensing; employee costs, including benefits; etc.
- 2.10 Warranty/Guarantee:** All work provided by any contractor(s) pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that contractor(s) for a period of time of not less than 365 days. FWBHA requires that all manufacturers’ warranties be submitted with invoices when applicable.
- 2.11 Contractor Personnel:** Contractor shall provide qualified, professional HVAC personnel who:
- 2.11.1** Understand current practices in this field and have experience providing HVAC services in a residential environment.
 - 2.11.2** Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
 - 2.11.3** Cooperate with the building occupants to assure the progress of this work.
 - 2.11.4** Maintain certification as licensed HVAC Technicians.

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- 2.11.5 While working at FWBHA-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
 - 2.11.6 Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
 - 2.11.7 Use only contractor vehicles identified in accordance with state and local regulations.
 - 2.11.8 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
 - 2.11.9 Will comply with all government regulations as are applicable during the time spent on government property.
 - 2.11.10 Shall report to the property management office prior to service and upon completion of service.
- 2.12 **General Conditions/Contractor Responsibilities (in alpha order).** The Agency anticipates that it will utilize the awarded contract(s) that ensue from this IFB to potentially supplement the work of the Agency's in-house staff
- 2.12.1 **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.
 - 2.12.2 **Communication.** The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Agency after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 3 workdays of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all

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communication must be directed to the designated Agency contact person only.

2.12.3 Debris. The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

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

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

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

2.12.3.9 Unless otherwise approved by the Agency in writing, the use of the Agency dumpsters to dispose of debris is prohibited.

2.12.4 Delivery of Materials. As may be applicable, the Contractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.

2.12.4.6 Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to assure timely delivery of materials.

2.12.5 Labor Rates All-inclusive. Unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc. Unless otherwise stated, all unit fees bid shall include product and labor.

2.12.6 Mobilization for Firm-fixed Fee Work. The proposed firm-fixed fee costs submitted by a bidder for all Pricing Items shall be automatically burdened with mobilization costs; meaning, the costs proposed by the bidder include the bidder's costs to transport his staff and equipment to the Agency site to complete the work.

2.12.7 No Interaction with Agency Residents by the Contractor staff. There will be absolutely no interaction between the awarded contractor workers and the Agency residents. Violators will be permanently removed from the site.

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- 2.12.8 No Interference with Traffic.** The Contractor shall ensure that he/she, to the greatest extent feasible, minimizes interference with on-site drives, parking areas and walks, adjoining streets, walks, and other adjacent occupied or used facilities during operations or “after hours.” Please note that the Contractor shall not close or obstruct streets, walks, or other adjacent occupied or used facilities without the written permission of the Agency. Further, if such permission is given, the Contractor shall ensure that an alternate route around closed or obstructed traffic ways is provided.
- 2.12.9 “Or Equal” Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful bidder may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for “establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder, then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).
- 2.12.10 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor).
- 2.12.11 Product.** Please note that it is the Contractor’s responsibility to provide all product and labor to complete the work detailed herein. For any product that the Agency has issued or will issue a product sheet for that includes a brand name, pursuant to pertinent HUD procurement regulations, the term “or equal” shall automatically be added thereto. This means that the Contractor may provide an “equal” product of a different brand name as long as the Agency determines that the provided “equal” product is actually “equal to” the specified product. For any product needed to provide these services that the Agency has not provided a specification sheet for, such products must be high quality in nature. “High quality” shall be determined at the sole discretion of the

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Agency, so the Contractor shall obtain prior written approval for such products.

2.12.12 Safety. It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

2.12.13 Security of the Site. It is the responsibility of the awarded contractor to secure the work site, both during the specific work and after work-hours (if the assigned work has not yet been completed), to protect the work site and the public (included Agency residents). This means that, if/as necessary, the contractor may/shall utilize such preventative measures as barricades, warning signs, lights, human security, etc.

2.12.14 Service Locations. Services will typically be provided at the Fort Walton Beach Housing Authority's two properties located below:

2.12.14.6 Charlie Hill Terrace: 27 Robinwood Drive, Fort Walton Beach, FL 32548

2.12.14.7 Church Street Apartments: 101 Church Avenue, Fort Walton Beach, FL 32548

2.12.15 Smoking on the Site. There will be no smoking allowed inside the existing buildings or on the grounds. The Agency properties and grounds are non-smoking areas. This prohibition includes e-cigarettes.

2.12.16 Tools/Equipment/Materials. The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.

2.12.17 Weekends. Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday or weekend days (Saturday or Sunday).

2.12.18 Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be

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fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Jacksonville, the County of Duval, and/or the State of Florida, or any applicable Federal Agency.

2.13 Method of and Procedure to Award (Task Order). The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Agency may draw from):

2.13.1 As detailed within the following Section 3.3 herein (most specifically, Section 3.3.1), if a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. Please also see IFB Attachment H, attached hereto.

2.13.2 When the Agency has need of work in each service area, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the Agency has established for that work. If the 1st-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as IFB Attachment H, attached hereto, to record this information.

2.13.2.6 “Typical” Definition Pertaining to Emergencies. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate-preceding Section 2.8.2 and will seek a Contractor who within the previously described pool rotation who is immediately available.

2.13.3 Procedure to Award (Task Order). Once an available Contractor has been chosen (as detailed within the preceding Section 2.8.2 herein), the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost,

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which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract).

- 2.14 **Required State Contractor(s)'s License:** As required by the State of Florida, the contractor shall be in possession of a current HVAC contractor's license.
- 2.15 **Previous/Current Contractor(s).** The Agency has most recently utilized the services of Mills Heating & Air of Fort Walton Beach, Florida.

3. PROPOSAL FORMAT:

- 3.1 **Two-step Bidding Process.** All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 10 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.
- 3.2 **Tabbed Proposal Submittal.** The Agency intends to retain the Contractor(s) pursuant to a "Low Bid" basis also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.

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3.1.1.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> . This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.3	3	form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i> . This Form is attached hereto as Attachment B-1 to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.1.5	NOTE: As directed within the following Section 3.2, bidders MUST NOT submit any pricing accompanying this above required documentation; pricing shall be submitted online only as detailed within the following Section 3.2 herein.	
3.1.1.2	Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.	
3.1.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.1.2.2	2	Proposed Services. The bidder shall place under this tab documentation further explaining the bidder's services and showing how the bidder intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <u>(NOTE: Though the bidder is not limited by such, the Agency anticipates that the total documentation submitted under this Tab will be at a maximum of 1-2 pages.)</u>
3.1.1.2.2.1		The firm's resources (i.e., personnel; equipment) to provide the services.
3.1.1.2.2.2		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.1.2.2.3		The proposed quality assurance program.
3.1.1.2.2.4		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e., written; fax; Internet; etc.).
3.1.1.2.2.5		A complete description of the products and services the firm provides.

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3.1.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	Client Reference Form. This form is attached hereto as Attachment D to this IFB document. This 1-page form must be fully completed, executed where provided thereon and submitted under this tab as part of the bid submittal.
3.1.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Florida contractor license number.
3.1.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.

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3.1.1.2.9	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent low bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
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3.3 Entry of Proposed Fees:

3.3.1 *The proposed fees shall be submitted by the bidder and received by the Agency, where provided for on attachment J only, and placed in Tab 1 of the initial 3-tab “hard copy” bid submittal detailed within Section*

3.3.2 **Pricing Items.** Pricing Items. The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided for on attachment J only, and placed in Tab 1 of the initial 3-tab “hard copy” bid submittal detailed within Section 3.0. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

(1) IFB Section	(2) Pricing Item No.	(3) Qty (\$)	(4) U/M (Hour)	(5) Service Description
3.3.2.1	Lot #1: HVAC Services			
3.3.2.1.1	1	1	Hours	HVAC Technician
3.3.2.1.2	2	50	Hours	Common Laborer
3.3.2.1.4	4	15	Each	Trip Charge (Optional)
TOTAL				

3.4 Additional Information Pertaining to the Pricing Items:

3.4.1 **Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing

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from this IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any number of services the Agency requires. Please note the immediately following exception to the aforementioned "Requirements Contract" language.

3.4.2 **Exception to 3.4.1.** Though the Agency anticipates that it might make an award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.4.2.6 **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the immediate-preceding Section 3.3.1.1 herein, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.4.2.7 **Exceptions Pertaining to the GCMA.** The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.4.2.8 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the immediate-preceding Section 3.3.1.1.2.1 herein, has had the GCMA declared null and void during the current contract period). If during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain

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the right to suspend the process detailed within Section 2.5 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within the preceding Section 2.5 herein is again in affect).

3.4.3 Entry of Proposed Fees in the Bid Form. Bidders must submit, where provided for within the Bid Form, a cost for each and every Pricing Item detailed within the preceding Table No. 4 herein. The Bid Form will automatically perform all required calculations.

3.4.3.6 Realistic Cost Proposed for each Pricing Item. Each bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each and every Pricing Item, especially the hourly fees required. For example, if the successful bidder enters \$1.00 for an hourly Pricing Item (bidders typically do so in an effort to improve their position in regard to the ranking of bidders), then the \$1.00 is what the successful bidder will charge the Agency for any work that the Agency may retain the successful bidder to provide related to that Pricing Item if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the bidder to propose a realistic cost for each and every Pricing Item. If, despite this warning, the successful bidder proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.4.3.7 Review the Entry of Proposed Fees. After a bidder has entered where provided for within the Bid Form his/her proposed unit costs for the Pricing Items, the Form will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each bidder, save a copy of its proposed fees submitted to the Agency. The bidder will NOT be able to correct this entry after

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the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.

3.4.3.8 Determination of the Lowest Calculated Costs.

After a bidder has entered where provided within the Bid Form his/her proposed unit costs for the Pricing Items, the Bid Form will automatically multiply the proposed unit costs by the listed quantities. The total sum of all Pricing Items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be formed (as long as such firm(s) are deemed responsive and responsible).

3.4.4 No Negotiation of Proposed Fees after the Submittal Deadline.

The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 4 herein that the bidder chooses to submit a proposed cost for.

3.4.5 Placement in the Pool.

The Agency reserves the right to not place any bidder within the aforementioned pool that, in the opinion of the Agency, proposes a cost that is deemed by the Agency to be unreasonable. For example (the following named costs are examples only and not to be utilized as a "target" cost to be proposed), if it is the Agency's opinion that a reasonable fee for the work is \$80.00 per hour (sample only, NOT a recommended target!) and a bidder proposes a fee of \$150.00 an hour (or \$1.00 per hour), then the Agency reserves the right to make a determination that the costs proposed are not reasonable.

3.4.6 Trip Charge (Optional Pricing Item 4).

The Contractor will not be typically paid for "windshield time" (i.e., travel time to get to the Agency work site and then return to the Contractor's home site); however, a bidder may choose to charge a trip charge to cover such "windshield time."

3.4.6.6 No Charge.

Pertaining to this Pricing Item, if a bidder chooses to enter a "No Charge" for such a trip charge, such means that, if awarded the contract, the bidder WILL NOT ever, during the term of the contract, receive payment for this service, though the bidder will provide such service at the request of the Agency at any time and at any quantity during the contract period as may be ordered by the Agency.

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- 3.4.6.7 Trip Charge for an Estimate. In any case, a Trip Charge to give an estimate will only be paid by the Agency if the Agency does not retain the Contractor to do the work (which means that if the Agency retains the Contractor to do the work listed within the estimate, the potential of the Trip Charge becomes moot).
- 3.4.6.8 Round Trip. The trip charge, if implemented, shall be round-trip allowing the Contractor to get his/her crew to and from the Agency site that the work is to be performed at.
- 3.4.6.9 Assumption. Pertaining to the Pricing Items, it shall be the Agency's assumption that, pertaining to the services listed, each bidder has, within the preceding Table No. 4 herein, based his/her proposed pricing for Pricing Item No. 4 upon the proposed rates submitted by the bidder for Pricing Items No. 1-2.

3.4.7 Potential Escalation of Rates. Pertaining to the ensuing contract, the successful bidder may receive an escalation in costs as detailed following:

- 3.4.7.6 Labor Costs. At the discretion of the Agency, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Florida Prevailing Wage Rates for the Duval County area ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end date of the previous contract period shall be the baseline date to determine the previous listed wage rate.
 - 3.4.7.6.1 Notification must be received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations

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may occur no more than once in any 12-month period without the express written consent of the CO.

- 3.4.7.6.2** Right to Reject. As stated within this Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

- 3.4.7.6.2.1 Step No. 1.** The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein); then,
- 3.4.7.6.2.2 Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to whether the request is approved or rejected: then,
- 3.4.7.6.2.3 Step No. 3.** If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice); then,
- 3.4.7.6.2.4 Step No. 4.** The Agency will then endeavor to ensure that it makes other arrangements to replace the

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Contractor (i.e., contract with another firm; do the services in-house; etc.); further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original Contractor a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.4.8 Pertinent Wage Rates.

3.4.8.6 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment G7, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD.

3.4.8.6.1 Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G7, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

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3.4.8.6.2 To be clear, unless the Agency declares a job to be construction-related (see the immediate- following Section 3.3.4.2 herein), which will be atypical, the Contractor shall assume that all remaining work assigned by the Agency will be maintenance-related; accordingly, the MWRD will typically apply to the work ensuing from this IFB.

3.4.8.7 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 4 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.4.8.7.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee; then

3.4.8.7.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies; then

3.4.8.7.3 Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

3.4.9 **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The

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Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful bidder to work specifically during non-regular-time hours; however:

3.4.9.6 The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non- normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then the aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.4.10 **Government-set Fees.** In some cases, the City of Fort Walton Beach, or another pertinent locality, may require a building permit to be “pulled” for an assigned job (i.e., replacement of an HVAC unit). The Contractor will be required to “pull” such permit, and the Agency will reimburse the Contractor the amount of the fee (but will not pay to the Contractor any profit or overhead fees for such).

3.4.11 **Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.4.12 **No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of the award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization). The Contractor will be required to submit a full backup detail of all hours worked, listed by no more than the “15-minute” standard.

3.5 **Bid Submission Responsibilities:** All bids must be submitted and time-stamped received in the designated FWBHA office no later than the

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submittal deadline stated herein (or within any ensuing addendum). A total of 1 (one) original signature copy (marked "ORIGINAL") and 1 (one) exact copy marked as "COPY" of the proposal submission must be submitted. Each of the 2 (two) separate proposal submittals shall have a cover and extending tabs and shall be placed unfolded in a sealed package and addressed to:

**Fort Walton Beach Housing Authority
Attention: Brittnee Orr
27 Robinwood Drive SW
Fort Walton Beach, FL 32548**

- 3.5.1 Labeling Bid Package.** The package exterior must clearly denote the above noted IFB number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 3.5.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE
- 3.5.3 DOCUMENTS TO BE SUBMITTED!** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the FWBHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the FWBHA decides that any such entry has not changed the intent of the proposal that the FWBHA intended to receive, the FWBHA may accept the proposal and the proposal shall be considered by the FWBHA as if those additional marks, notations or requirements were not entered on such. By downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the FWBHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.4 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the FWBHA, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to

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comply with all the conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the FWBHA requirements contained within the documents may cause that proposer to not be considered for award.

- 3.6 Bidder's Responsibilities - Contact with the FWBHA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiries or communicate with any other FWBHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the FWBHA to not consider a proposal submittal received from any proposer who has not abided by this directive.

- 3.6.1 Addendums:** All questions and requests for information must be addressed in writing (via eMarketPlace) to the CO. The CO will respond to all such inquiries in writing by an addendum to all prospective proposers (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any ex parte (a substantive conversation— "substantive" meaning, when decisions pertaining to the IFB are made between the FWBHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO, it simply means that other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

- 3.7 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor(s) and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractor(s).

- 3.7.1** Within 2 CFR §200.321 it states: Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.7.2** The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.7.3** Affirmative steps must include:

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- 3.7.3.6 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 3.7.3.7 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 3.7.3.8 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- 3.7.3.9 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- 3.7.3.10 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.7.3.11 Requiring the prime contractor(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.8 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.8.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the FWBHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in FWBHA contracting.
- 3.8.2 **Section 15.5.B, Goals.** The FWBHA is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of Section 3 and contracting with disadvantaged firms.
- 3.8.3 Within the FWBHA's Agency Procurement Policy - Section 16 it states that our Agency will:
 - 3.8.3.6 Provide assistance to Small and Other Business, Required Efforts:
 - 3.8.3.7 Including such firms, when qualified, on solicitation mailing lists;
 - 3.8.3.8 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

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- 3.8.3.9 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - 3.8.3.10 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - 3.8.3.11 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - 3.8.3.12 Including in contracts, to the greatest extent feasible, a clause requiring contractor(s), to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 755 (so-called Section 3 businesses); and
 - 3.8.3.13 Requiring prime contractor(s), when subcontracting is anticipated, to take the positive steps listed above.
- 3.9 **Requirements.** Accordingly, please see Section 3.1.1.2.6 within Table No. 3 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.
- 3.10 **Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.10.1	1.0		This IFB Document
3.10.2	2.0	A	Form of Bid
3.10.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.10.3.1	3.1	B-1	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.10.4	4.0	C	Profile of Firm Form
3.10.5	5.0	D	Client Reference Form

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3.10.6	6.0	E	Section 3 Explanation
3.10.6.1	6.1	E-1	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.10.7	7.0	F	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.10.8	8.0	G	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
3.10.8.1	8.1	H	<i>Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.</i>
3.10.8.2	8.2	H-1	<i>Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.10.8.3	8.3	H-2	<i>Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.10.8.3.1	8.3.1	H-3	<i>*Sample Contract Appendix No. 3: form HUD-5370 (1/2014), General Conditions for Construction Contracts-Public Housing Programs</i>
3.10.8.4	8.4	H-3.1	<i>*Sample Contract Appendix No. 3.1 Supplemental Conditions to form HUD-5370 (1/2014), General Conditions for Construction Contracts-Public Housing Programs</i>
3.10.8.5	8.5	H-4	<i>*Sample Contract Appendix No. 4: HUD-92554M (Rev. 06/14), Supplementary Conditions of the Contract for Construction</i>
3.10.8.6	8.6	H-5	<i>Sample Contract Appendix No. 5: form HUD-2554, Supplementary Conditions of the Contract for Construction</i>
3.10.8.7	8.7	H-6	<i>Sample Contract Appendix No. 6: Form HUD-4010 (06/2009), Federal Labor Standards Provisions</i>
3.10.8.8	8.8	H-7	<i>Sample Contract Appendix No. 7: form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>

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3.10.8.9	8.9	H-8	<i>Sample Contract Appendix No. 8: form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)</i>
3.10.8.10	8.10	H-9	<i>Sample Contract Appendix No. 9: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)</i>
3.10.8.11	8.11	H-10	<i>Sample Contract Appendix No. 10: HUD FORM 52158, Maintenance Wage Rate Determination (04/2005).</i>
3.10.8.12	8.12	H-11	<i>Sample Contract Appendix No. 11: Low-income Resident Hiring Plan</i>
3.10.9	9.0	H-12	<i>Sample Contract Appendix No. 12: Task Order form</i>
3.10.10	10.0	I	<i>Justification of Contractor Availability form</i>
3.10.11	11.0	J	<i>Bid Form</i>

4. BID EVALUATION:

4.1

Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterward. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency,

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“waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.2 Ties. In the case of tied bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.3 Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non- responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.4 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 10 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.4.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.5 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5. CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing, and submitting the Form of Bid, Attachment A, the proposer is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the FWBHA, either in hard copy or on the noted Internet System, including an agreement to execute the attached

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Sample Contract form.” The contract clauses already attached as Attachments G through G9, also apply. Accordingly, the FWBHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case, the FWBHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

- 5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the FWBHA pursuant to this IFB:
- 5.2.1 Contract Form:** The FWBHA will not execute a contract on the successful proposer's form- contracts will only be executed on the FWBHA form (please see the Sample Contract on Attachment G and the Supplemental Instructions in Attachment F), and by submitting a proposal the successful proposer agrees to do so (please note that the FWBHA reserves the right to amend this form as the FWBHA deems necessary). However, the FWBHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the FWBHA to do so; but the failure of the FWBHA to include such clauses does not give the successful proposer the right to refuse to execute the FWBHA's contract form. It is the responsibility of each prospective proposer to notify the FWBHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The FWBHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the FWBHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 5.3 Mandatory HUD Forms.** Please note that the FWBHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
- 5.4 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the FWBHA, or may result in the full

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or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

- 5.5 **Assignment of Personnel:** The FWBHA shall retain the right to demand and receive a change in personnel assigned to the work if the FWBHA believes that such change is in the best interest of the FWBHA and the completion of the contracted work.
- 5.6 **Contract Period:** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one- year option periods, for a maximum total of 5 years.
- 5.7 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
- 5.7.1 **Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.7.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the FWBHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the FWBHA as an additional insured under said policy (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;
 - 5.7.3 **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000 for every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payments of \$5,000.
 - 5.7.4 **City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Fort Walton Beach, FL, and Okaloosa County (or, if required, within any governmental jurisdiction therein), and/or the State of Florida.
 - 5.7.5 **Certificates/Profile of Individual/firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Individual/firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid

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submittal—we will garner the necessary documents from the successful bidder prior to contract execution).

- 5.8 **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws and regulations.
- 5.9 **Prompt Return of Contract Documents:** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 5 business days of notification by the Agency.