REQUEST FOR PROPOSAL
TO
RENOVATE A SINGLE FAMILY RESIDENCE

Bid Advertisement Date March 8, 2012
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NEIGHBORHOOD STABILIZATION PROGRAM 2
REQUEST FOR PROPOSAL FOR RESIDENTIAL REHABILITATION

A. NOTICE TO GENERAL CONTRACTORS

The work to be performed at the property identified below includes furnishing all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work described herein and more specifically identified in the attached Construction Documents prepared By Simon Architectural Group, p.a. The bid Information, contact information and documents attached are indicated below. The construction work will be performed at the properties indicated below and is owned by the NEIGHBORHOOD RENAISSANCE, INC.

IT IS STRONGLY RECOMMENDED THAT EACH GENERAL CONTRACTOR INVITE THEIR SUB-CONTRACTORS TO THE MANDATORY PRE-BID MEETING.

PROPERTY LOCATION | MANDATORY PRE-BID MEETING

<table>
<thead>
<tr>
<th>Property Address</th>
<th>2297 Florida Mango Rd.</th>
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<tr>
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<td>Unincorp. Palm Beach County, Fl. 33406</td>
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FINAL DATE AND TIME FOR CLARIFICATION
Last Request for Clarification 5:00 P.M. Wednesday | March 21, 2012

BID DUE DATE/TIME & LOCATION
Sealed Bids Due 1:00 P.M. Thursday | March 29, 2012
Deliver Bids To Neighborhood Renaissance, Inc.
510 24th Street, Suite A
West Palm Beach, FL 33407
CONTACT INFORMATION

Contact Company: Simon Architectural Group, p.a.
Contact Person: Eugenia Forero
Contact E-Mail: eugenia@simonarchitecturalgroup.com
Contact Office Phone #: 954.566.7298

DOCUMENTS ATTACHED

Number of Drawing Sheets: 11
Date of Drawings: 3/8/12
Sample Contract: AIA A105 - 2007
Payment Request Form: Cover sheet | Break Down

This work is funded by Palm Beach County Department of Housing and Community Development with Neighborhood Stabilization Program 2 (NSP2) funds made available through the U. S. Department of Housing and Urban Development for use in the Palm Beach County’s Programs. As such, contractors are hereby advised that this construction work is funded, in whole or part, with Federal financial assistance, and all federal regulations and requirements applicable to construction work of this type funded pursuant to Title I of the Housing and Community Development Act of 1974, as amended, shall be strictly enforced. The following is provided for the purpose of guiding contractors in properly preparing their bids, and contractors are further advised that strict compliance is required with all of these provisions.
B. INSTRUCTIONS TO BIDDERS

1. INCONSISTENCIES AND INTERPRETATIONS

Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder, as specified above. After bid proposals are opened, the bidders shall abide by the decisions of NEIGHBORHOOD RENAISSANCE, INC. as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder without being provided to all other bidders if deemed necessary by NEIGHBORHOOD RENAISSANCE, INC. Any and all significant interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by E-mail ONLY with a delivery receipt to all prospective bidders to each e-mail address furnished by the contractor not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the bid documents. Contractors shall verify that they have all addenda before submitting their bids.

2. SITE VISITS

Contractors or their designated representatives are required to visit the property identified above to fully acquaint themselves with existing conditions and the Scope of Work. Such visit shall take place in the presence of a designated representative of the NEIGHBORHOOD RENAISSANCE, INC. in order to assure access to the interior of the dwelling for the bidder’s inspection. The contractor’s sub-contractors (specifically, plumbing, HVAC and Electrical subs) due to the nature of the work and the specific requirements of the existing conditions are strongly recommended to attend the Pre-bid meeting. The awarded contractor shall be responsible for items that are visible or are visible with attic access, opening outlet/switch receptacles, electrical panels, disconnects, etc.

3. BID PRICES

No bids will be considered or accepted which, in the opinion of NEIGHBORHOOD RENAISSANCE, INC., contain inadequate or unreasonable prices for any item. Each item must carry its own proportion of the cost as nearly as is practicable. In bids where a discrepancy exists between the true and correct sum of itemized costs and the total cost (if any) provided by the Bidder, then the true and correct mathematical sum of the itemized costs shall prevail.

Any alteration, erasure, interlineations or failure to specify prices for all items in the bid shall render the bid informal. All prices quoted in the bids shall not include sales taxes. NEIGHBORHOOD RENAISSANCE, INC., will provide the successful contractor a certificate for tax exemption. Bids must be valid for ninety (90) days after the established bid opening date.

All prices quoted in all bids shall include all fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction work intended under this Program. The General Contractor shall expressly bind itself to indemnify and save harmless the NEIGHBORHOOD RENAISSANCE, INC., Palm Beach County and Simon Architectural Group p.a. from all such claims and fees and from any and all suits and actions of every name and description that may be brought against the NEIGHBORHOOD RENAISSANCE, INC. and Palm Beach County on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against NEIGHBORHOOD RENAISSANCE, INC. and Palm Beach County for the infringement of any and all patents or patent rights claimed by any person, firm or corporation. Building permit and other governmental fees shall be paid by NEIGHBORHOOD
RENAISSANCE, INC., Other licenses and inspections necessary for proper execution and completion of the work specified herein shall be by the contractor.

4. SUBMISSION OF BIDS

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

Only sealed bids will be accepted from duly licensed Certified General Contractors (CGC) or Certified Building Contractor (CBC) and all bids are to conform to the requirements of the bid documents and be submitted to the address, on or before the date and time indicated above.

Bids will be opened on the date and time specified above by a designated representative of the NEIGHBORHOOD RENAISSANCE, INC. Such representative will decide when the specified time has arrived and no bid received thereafter will be considered. Bid forms must be submitted in good order and with all blanks filled in using ink. Each bid must be enclosed in a sealed envelope which shall be clearly labeled with the words "Bid Documents" and marked with the project name, name of bidder, and date and time of bid opening. A copy of an active residential, building, or general contractor's license must be submitted with the bid along with the name, address, telephone number and e-mail address for three verifiable references from similar projects. The enclosed Federal Forms must be fully executed (i.e. signed and notarized when applicable) and submitted with the bid.

5. WITHDRAWAL OR MODIFICATION OF BIDS

Bidders may correct their bids, and may withdraw inadvertently erroneous bids before or after bid opening. Mistakes discovered before bid opening may be modified or withdrawn by written notice from the bidder, signed in the same manner and by the same person who signed the submitted bid, and received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections or clarifications in bids shall be permitted only to the extent that the corrections do not materially affect the terms, conditions and specifications, and are subject to NEIGHBORHOOD RENAISSANCE, INC.'s review and approval. Any respondent may withdraw their submission prior to the date and time the responses are due.

6. REJECTION OF BIDS

A bid will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. NEIGHBORHOOD RENAISSANCE, INC. reserves the right to reject any or all bids and to waive such informality or technical errors as may be deemed best for the interests of NEIGHBORHOOD RENAISSANCE, INC.

NEIGHBORHOOD RENAISSANCE, INC. further reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations and to complete the full scope of work. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. Any or all bids will be rejected, if the bids exceed 10% of the budgeted cost for the scope of work. If a bidder is greater than 10% lower than the next lower bid, NEIGHBORHOOD RENAISSANCE, INC. will contact the low bidder to confirm all work is included and that the low bidder can perform the scope of work.
7. CONTRACT AWARD

Upon close examination of all bids NEIGHBORHOOD RENAISSANCE, INC. will make a determination of the apparent lowest responsible bidder that best meets the terms, conditions and specifications which will result in the best interest of NEIGHBORHOOD RENAISSANCE, INC. Such a bidder shall be deemed to be the successful lowest responsible bidder for the scope of work. NEIGHBORHOOD RENAISSANCE, INC. will then enter into a construction contract with the successful lowest responsible bidder.

Furthermore, should the low responsive bidder fail to enter into a timely contract as provided, then award may be rescinded and the contract let to the next low responsive bidder. Such bidder shall then fulfill every stipulation as if it were the original party to whom award was made.

8. PROTEST PROCEDURE

Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Neighborhood Renaissance, Inc. Executive Director, via hand delivery, mail or fax to 561/832-0483. Protest must identify the solicitation, specify the basis for the protest, and be received by the NRI within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the NRI. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

9. GENERAL CONTRACTOR’S INSURANCE

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

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

The successful bidder shall provide NEIGHBORHOOD RENAISSANCE, INC. with a certificate of insurance that complies with the following:

a) NAME OF INSURED:

The successful bidder’s name appearing on the certificate as the insured must match the name on the successful bidder’s license to perform construction work.

b) INSURANCE COVERAGE:

The certificate of insurance shall contain coverage, limits, and endorsements that are in full force and effect as follows:

(1) Commercial General Liability:
Commercial General Liability at a limit of liability not less than $1,000,000 each occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.

(2) Business Automobile Liability:

Business Automobile Liability at a limit of liability not less than $300,000 each occurrence, for owned, non-owned, and hired auto liability. If you do not own any automobiles, you must maintain Business Automobile Liability at a limit of liability not less than $300,000 each occurrence, for non-owned, and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

(3) Worker's Compensation and Employer's Liability Insurance:

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

c) ADDITIONAL INSURED:

The certificate of insurance shall be endorsed to show Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and Simon Architectural Group, p.a. as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:

- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
- CG 2026 Additional Insured - Designated Person or Organization endorsement
- or a similar endorsement

Please note that an insurance certificate which indicates Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and Simon Architectural Group, p.a. as a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

d) DELIVERY AND NOTICES OF CANCELLATION:

The certificate of insurance shall include a minimum thirty (30) day notification period to Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and Simon Architectural Group, p.a. of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

- Neighborhood Renaissance, Inc.
  510 24th Street, Suite A
  West Palm Beach, FL 33407
- Simon Architectural Group, p.a.
  3331 NE 32ND St.
  Fort Lauderdale, Fl. 33308

e) WAIVER OF SUBROGATION:

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

f) RIGHT TO REVIEW:

NEIGHBORHOOD RENAISSANCE, INC. reserves the right to review, modify, or amend any required coverage, limits, and endorsements during the life of a contract under this program. NEIGHBORHOOD RENAISSANCE, INC. reserves the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.
C. GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the entire scope of services, terms, and conditions which forms the binding contract between Neighborhood Renaissance, Inc (the NRI) and the successful bidder. Changes to this invitation for qualifications and bid proposals may be made only by written amendment issued by the Neighborhood Renaissance, Inc. and or their architect. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Oral explanations or instructions given by Neighborhood Renaissance agent are not binding and should not be interpreted as altering any provision of this document. The respondent certifies that this proposal is made without reliance on any oral representations made by the NRI.

The obligations of the NRI under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and the NRI for any terms and conditions not specifically stated in the Invitation for Bid.

b. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the NRI. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder’s sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder’s relationship, and the relationship of its employees, to the NRI shall be that of an Independent Contractor and not as employees or agents of the NRI.

c. PUBLIC ENTITY CRIMES: As provided in F.S. 287.133 the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management services within the 36 months immediately preceding the date hereof. This notice is required by F. S. 287.133(3) (a).
d. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the NRI may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the NRI.

e. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the NRI or board member of the NRI. Further, all bidders shall disclose the name of any NRI employee/board member or relative of an NRI employee/board member who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

Bidder certifies that they understand that should they be the successful bidder for the rehabilitation construction consultant contract that they cannot bid on rehabilitation construction work as this would be a conflict of interest.

f. **SUCCESSORS AND ASSIGNS:** The NRI and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the NRI nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

g. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the NRI, its agents, servants, or employees/board members from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

h. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

i. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

j. **LEGAL EXPENSES:** The NRI shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
3. BID SUBMISSION

a. CERTIFICATIONS, LICENSES AND PERMITS: Bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to the NRI. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

b. DRUG FREE WORKPLACE CERTIFICATION: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the NRI.

c. CONDITIONED OFFERS: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

d. PERFORMANCE DURING EMERGENCY: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the NRI shall be given “first priority” for all goods and services under this contract. Bidder agrees to provide all goods and services to the NRI during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a “first priority” basis. Bidder shall furnish a 24-hour phone number to the NRI in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the NRI.

4. BID OPENING, AWARD and PROTESTS

a. OBSERVING THE PUBLISHED BID OPENING TIME: The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives to the NRI prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. AWARD and POSTING OF AWARD RECOMMENDATION: It is the intention of the NRI to award a single contract to the lowest, responsive, responsible bidder. The recommended award shall be publicly posted for review, on the NRI’s website at www.neighborhoodrenaissance.org and at the NRI’s
corporate offices prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. Contract award must be approved by Palm Beach County.

c. PROTEST PROCEDURE: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Neighborhood Renaissance, Inc. Executive Director, via hand delivery, mail or fax to 561/832-0483. Protest must identify the solicitation, specify the basis for the protest, and be received by the NRI within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the NRI. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the NRI. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the NRI reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for the NRI has, by inspection or test of such items, determined that they appear to fully comply with specifications. The NRI may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the NRI's specifications or performance standards.

b. FEDERAL AND STATE TAX: The NRI is exempt from Federal and State taxes. The NRI shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the NRI, nor are successful bidders authorized to use the NRI's Tax Exemption Number in securing such materials.

c. PAYMENT: Payment shall be made by the NRI after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. CHANGES: The NRI, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the NRI.

e. DEFAULT: The NRI may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the NRI may authorize in
writing) after receipt of notice from the NRI specifying such failure. In the event the NRI terminates this contract in whole or in part because of default of the successful bidder, the NRI may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. TERMINATION FOR CONVENIENCE: The NRI may, whenever the interests of the NRI so require, terminate the contract, in whole or in part, for the convenience of the NRI. The NRI shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. ACCESS AND AUDITS: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The NRI shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder’s place of business.

h. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL:

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County’s Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. The NRI is a grant sub recipient of Palm Beach County and therefore all contracts pertaining to this bid solicitation are subject to this ordinance.
D. SUPPLEMENTAL CONDITIONS TO GENERAL CONTRACTOR'S PROPOSAL

1. If selected as the successful lowest responsible bidder, the undersigned General Contractor agrees to execute an AIA A105-2007 Standard Form of Agreement Between Owner and Contractor for a Residential Project with NEIGHBORHOOD RENAISSANCE, INC. The undersigned General Contractor proposes to furnish all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work specified herein and attached at the cost indicated by the General Contractor. The undersigned General Contractor also proposes to complete the work within the schedule below and is incorporated into the contract.

<table>
<thead>
<tr>
<th>Event</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Signing</td>
<td></td>
</tr>
<tr>
<td>Permit Applications Submitted After Contract Signing</td>
<td>5 Days</td>
</tr>
<tr>
<td>Pre-Construction Meeting</td>
<td>5 Days</td>
</tr>
<tr>
<td>Permit Issuance Date to Substantial Completion</td>
<td>45 Days</td>
</tr>
<tr>
<td>Punch list completion after Substantial Completion</td>
<td>5 Days</td>
</tr>
</tbody>
</table>

*Note: Contract Signing is the Notice to Proceed*

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

3. In addition, the undersigned General Contractor acknowledges and understands that the construction work to be performed at the property identified above is funded, in whole or in part, through monies made available under the Federal Community Development Block Grant program.

4. In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential rehabilitation activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to:
   - Section 8 Existing Housing Quality Standards; and
   - The Energy Policy and Conservation Act of 1975; and
   - HUD Lead-Base Paint Regulations; and
   - Section 3 of the Housing and Urban Development Act of 1968; as amended; and
   - Executive Order 11246, as amended by Executive Orders 11375 and 12086; and
   - Title VI of the Civil Rights Act of 1964; and
   - Section 109 of the Housing and Community Development Act of 1974; and
   - Section 504 of the Rehabilitation Act of 1973, as amended; and
   - The Age Discrimination Act of 1975;

Failure to list verbatim or make reference to a local, state or federal regulation herein, or any attachment thereto shall not relieve the parties of compliance with any appropriate regulation if determined by NEIGHBORHOOD RENAISSANCE, INC. or the United States Department of Housing and Urban Development as applicable to this Program.
5. This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. Note: This document and its attachments must be included in the bid documents for this project, and it must be made part of the contract for the project.

a) The following requirements are attached:
   - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 1246)
   - Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
   - Public Entity Crimes - Section 287.133, Florida Statute
   - Bonding Requirements
   - Section 109 Housing and Community Development Act of 1974
   - Non discrimination under the Age Discrimination Act of 1975, as Amended
   - Title VI of the Civil Rights Act of 1964
   - Section 3 Clause
   - Lead-based Paint Poisoning Prevention Act
   - Compliance with Clean Air and Water Acts

b) Contract Award Report:
   - To be submitted to HCD by the successful bidder with the first payment request. (Ask County for larger form on legal size paper) Sample attached see last page of this RFP

6. In addition, the undersigned General Contractor certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs, and agrees to provide a sworn statement to this effect when requested by NEIGHBORHOOD RENAISSANCE, INC. In particular, the requirements of the above mentioned Section 3 are:

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. 170 lu (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 requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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 organization or workers representative of the contractor’s commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject
to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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 a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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.

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

8. To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and Simon Architectural Group, p.a. from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work specified herein, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

9. Furthermore, the undersigned General Contractor certifies that he/she has not divulged to, discussed, or compared its bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. The undersigned also agrees to provide a sworn statement to this effect if requested.
10. The undersigned General Contractor certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and Simon Architectural Group, p.a. as a Commission, Kickback, reward or gift directly or indirectly by any member of the firm or by any officer of the corporation.

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

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Company Name</th>
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<table>
<thead>
<tr>
<th>Authorized Signature*</th>
<th>Date</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tr>
<th>Office Phone Number</th>
<th>Cell Phone Number</th>
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</table>

* Signature of licensee, or signature of person authorized by licensee whose authorization must be on file at NEIGHBORHOOD RENAISSANCE, INC.

**E. BID PROPOSAL CHECKLIST**

1. **RETURN ALL PAGES OF THIS BID PROPOSAL TO NEIGHBORHOOD RENAISSANCE, INC. at time of bid receipt.**
2. All information shall be either typed or written in ink.
3. **Signatures for all documents are required in blue ink.**
4. Copy of an active residential, building, or general contractor’s license.
5. Occupational License for Palm Beach County
6. Provide the names, addresses, telephone numbers and e-mail addresses for three verifiable references from similar residential projects.
7. Forms are attached to this request for proposal and must be completed and submitted by all bidders at time of bid:
   a) Non-collusion Affidavit of Prime Bidder
   b) Anti-kickback Affidavit
   c) Certification of Eligibility of General Contractor
   d) Certification of Non-segregated Facilities
   e) SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
   e) Section 3 Clauses
F. PROPOSED COSTS FOR SCOPE OF WORK

It is the intent of this bid sheet to provide the bidder with a general outline of the tasks required to rehabilitate this property. Additional detail is indicated, but not limited to the construction document drawings, prepared by Simon Architectural Group, p.a. Any variations from all documents shall be reviewed by the architect prior to ordering or installing material. Should a conflict between material specifications occur, it will be assumed that the more expensive product had been bid upon. Included, but not limited to are pigtails, utility connections, water, electric connections, drains, installations of appliances, filler pieces for cabinetry, all accessories and labor for a complete and fully functional product. Construction cleaning is not acceptable. The house and property shall be cleaned to move-in condition at completion. This includes but not limited to the removal of rust stains, excess paint from previous work, tile / grout cleaning of all exist tile, caulking all existing and new joints between dissimilar materials.

No more than 2 properties will be awarded to any one contractor until it is evident that the contractor can financially carry the project and show sufficient manpower. It will be NEIGHBORHOOD RENAISSANCE, INC. to make this determination.

### SUMMARY BID SHEET

<table>
<thead>
<tr>
<th>Property Address</th>
<th>$ Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2297 Florida Mango Rd., Unincorporated, Palm Beach County, Fl. 33406</td>
<td></td>
</tr>
<tr>
<td>3039 Florida Mango Rd., Unincorporated, Palm Beach County, Fl. 33461</td>
<td></td>
</tr>
<tr>
<td>356 Cavalier Rd., Palm Springs, FL 33461</td>
<td></td>
</tr>
<tr>
<td>4064 Kirk Ln. Unincorporated, Palm Beach County, Fl. 33461</td>
<td></td>
</tr>
</tbody>
</table>

### COMBINED BID | SUMMARY BID SHEET

<table>
<thead>
<tr>
<th>Property Address</th>
<th>$ Bid Amount</th>
<th>Low Bid Takes 2 Houses</th>
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<tbody>
<tr>
<td>2297 Florida Mango Rd., Unincorporated, Palm Beach County, Fl. 33406</td>
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<td></td>
</tr>
<tr>
<td>3039 Florida Mango Rd., Unincorporated, Palm Beach County, Fl. 33461</td>
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### COMBINED BID | SUMMARY BID SHEET

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<thead>
<tr>
<th>Property Address</th>
<th>$ Bid Amount</th>
<th>Low Bid Takes 2 Houses</th>
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<tbody>
<tr>
<td>356 Cavalier Rd., Palm Springs, FL 33461</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4064 Kirk Ln. Unincorporated, Palm Beach County, Fl. 33461</td>
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</tbody>
</table>

Reprint the following form for each property to be bid.
<table>
<thead>
<tr>
<th>PROPERTY ADDRESS</th>
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<tbody>
<tr>
<td>DIVISIONS.</td>
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<tr>
<td>DIVISION 2 - SITEWORK</td>
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<tr>
<td>2.1 All Interior/Exterior Demolition</td>
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<tr>
<td>2.2 Septic Work</td>
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</tr>
<tr>
<td>2.3 Asphalt Driveway Work</td>
<td></td>
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<tr>
<td>2.4 New Walkway and/or Repair</td>
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<tr>
<td>2.5 Landscaping</td>
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<tr>
<td>2.6 Lawn Sprinkler System</td>
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<tr>
<td>2.7 Exterior Fencing</td>
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<tr>
<td>2.8 Power Washing All Concrete Surfaces</td>
<td></td>
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<tr>
<td>DIVISION 3 - CONCRETE</td>
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</tr>
<tr>
<td>3.1 Concrete Work</td>
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<td>DIVISION 4 - MASONRY</td>
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<tr>
<td>4.1 Concrete Block</td>
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<td>DIVISION 5 - METALS</td>
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<tr>
<td>5.1 Railings</td>
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</tr>
<tr>
<td>5.2 Other Steel Work</td>
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<tr>
<td>DIVISION 6 - WOOD &amp; PLASTIC</td>
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</tr>
<tr>
<td>6.1 Millwork</td>
<td></td>
</tr>
<tr>
<td>6.2 Kitchen Cabinets &amp; Tops</td>
<td></td>
</tr>
<tr>
<td>6.3 Bathroom Vanity &amp; Tops</td>
<td></td>
</tr>
<tr>
<td>6.4 Rough Carpentry</td>
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</tr>
<tr>
<td>6.5 Finish Carpentry</td>
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<tr>
<td>DIVISION 7 - THERMAL &amp; MOISTURE</td>
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<tr>
<td>7.1 Roofing</td>
<td></td>
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<tr>
<td>7.2 Fascia/Soffit Repair &amp; Replacement As Required</td>
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</tr>
<tr>
<td>7.3</td>
<td>Caulking &amp; Sealants</td>
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</tr>
<tr>
<td>8.1</td>
<td>Exterior doors, Frames &amp; Hardware</td>
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<tr>
<td>8.2</td>
<td>Interior Doors, Frames &amp; Hardware</td>
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<tr>
<td>8.3</td>
<td>Impact Windows &amp; Screens</td>
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<tr>
<td>8.4</td>
<td>Impact Sliding Glass Doors</td>
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<td>Impact Garage Door</td>
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<td>9.1</td>
<td>Insulation</td>
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<td>9.2</td>
<td>Framing, Drywall &amp; Finish</td>
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<td>9.3</td>
<td>Existing Wall Repair</td>
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<td>9.4</td>
<td>New Ceramic Tile &amp; Grout</td>
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<td>Ceramic Tile &amp; Grout Cleaning</td>
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<td>9.6</td>
<td>Carpet &amp; Padding</td>
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<td>9.7</td>
<td>Stucco Work</td>
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<td>9.8</td>
<td>Painting</td>
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<td>10.1</td>
<td>Mail Box &amp; House #'s</td>
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<td>10.2</td>
<td>Bathroom Accessories</td>
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<tr>
<td>10.3</td>
<td>Wire Closet Shelving &amp; Poles</td>
</tr>
<tr>
<td>10.4</td>
<td>Pool Work</td>
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<td>11.1</td>
<td>Appliances</td>
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<tr>
<td>15A.1</td>
<td>Plumbing Work</td>
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<td>15B.1</td>
<td>HVAC</td>
</tr>
<tr>
<td>16.1</td>
<td>Electrical Systems</td>
</tr>
</tbody>
</table>
### 16.2 Fire Alarm Systems

### 16.3 Security Systems

### 17. **DIVISION 17 - ASBESTOS AND / OR LEAD ABATEMENT**

#### 17.1 Asbestos Abatement

#### 17.2 Lead Paint Abatement

### 18A. **DIVISION 18A - ALLOWANCES**

#### 18A.1 Allowance At Owners Discretion

### 18B. **DIVISION 18B - GENERAL CONDITIONS**

#### 18B.1 General Conditions

#### 18B.2 Final Cleaning

#### 18B.3 Job Superintendent

#### 18B.4 General Liability Insurance

### 18C. **DIVISION 18C - OVERHEAD/PROFIT & PERMIT FEES**

#### 18C.1 Overhead & Fees

#### 18C.2 Permit Fees

### TOTAL CONSTRUCTION COST TOTAL

<table>
<thead>
<tr>
<th>PROVIDE DATES OF ADDENDUM BELOW</th>
</tr>
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<tbody>
<tr>
<td>Addendum # 1</td>
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<tr>
<td>Addendum # 2</td>
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<tr>
<td>Addendum # 3</td>
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<tr>
<td>Addendum # 4</td>
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### LEGEND / ABBREVIATIONS

<table>
<thead>
<tr>
<th>NIC = Not in Contract</th>
<th>Furnish = Material By Owner</th>
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</thead>
<tbody>
<tr>
<td>NA = Not Applicable</td>
<td>Install = Contractor To Install</td>
</tr>
<tr>
<td>NI = Not Indicated</td>
<td>Provide = Furnish + Install</td>
</tr>
<tr>
<td>BO = By Others</td>
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</tr>
<tr>
<td>ALLOW = Allowance</td>
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</table>

**Liquidated Damages:**
The sum of $25.00 will be deducted from the contract amount for each day after the 45th day from permit issuance until substantial completion and the after the 5 days for punch list completion. This is inclusive of permit close-out. Should the work exceed 60 days from permit issuance the amount deducted from the contract amount will be $50.00 per day.
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specification” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:
   - Goals for minority participation for each trade: 22.4%
   - Goals for female participation in each trade: 6.9%
   - Area covered: Palm Beach County
   - Timetables: All trades for the life of the project

   a) These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   b) The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
Attachment “B”

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
Attachment “C”

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. “Minority includes:
      (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

   e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.

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

g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NON-DISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
LEAD-BASED PAINT POISONING PREVENTION ACT

References:
- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738. 1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).

(5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.
Attachment “D”

BONDING REQUIREMENTS CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts and subcontracts exceeding $100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts or subcontracts valued at $100,000 or less.

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

   Each bid shall be accompanied by a certified check, cashier’s check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

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

2. BONDS
   When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor’s obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.
Attachment “E”

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared ______________________, who, after being  

Individuals Name

by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is ______________________________ of ________________________________, the Bidder  

(Pres. Partner, Sole Proprietor) Company name

that has submitted a proposal to perform work for the following project:

Contract #:                             Project Name:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent  

circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or  

parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or  

indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the  

Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such  

Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or  

conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other  

Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to  

secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm  

Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,  

conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,  

owners, employees, or parties in interest, including this affiant.

_________________________________________  

______________________________  

Print Name  
Signature

Subscribed and sworn to (or affirmed) before me this __________day of ____________________ 2012 by  

_________________________________________

who is personally known to me or who has produced identification.

NOTARY SEAL:                                             Notary Signature:______________________________

Notary Name: ____________________________Notary Public-State of Florida

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ANTI-KICKBACK AFFIDAVIT

State of Florida
County of Palm Beach

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

(1) She/he is ___________________________ of ____________________________, the Bidder (Pres. Partner, Sole Proprietor) Company name that has submitted a proposal to perform work for the following project:

Contract #:                         Project Name:

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

__________________________________________  __________________________________
Print Name                              Signature

Subscribed and sworn to (or affirmed) before me this __________day of ________________ 2012 by

__________________________________________ who is personally known to me or who has produced identification.

NOTARY SEAL:  ____________________________________

Notary Signature: ____________________________

Notary Name: ____________________Notary Public-State of Florida
CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

State of Florida  
County of Palm Beach

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

1. She/he is __________________________ of __________________________, Hereinafter, (Pres. Partner, Sole Proprietor) Company name

   referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

   Contract #:                                         Project Name:

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

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

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

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

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

________________________________________________________
Print Name                                                                                     Signature

Subscribed and sworn to (or affirmed) before me this __________day of _________________2012 by
________________________________________________________ who is personally known to me or who has produced identification.

NOTARY SEAL:                                             Notary Signature:________________________________

Notary Name: ___________________________________________Notary Public-State of Florida
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

____________________________________________________________

Project Name

(Pres. Partner, Sole Proprietor) Company name

Address

Print Name __________________________ Signature __________________________

Subscribed and sworn to (or affirmed) before me this ___________ day of __________________ 2012 by __________________________________ who is personally known to me or who has produced identification.

NOTARY SEAL: __________________________

Notary Signature: __________________________

Notary Name: __________________________ Notary Public-State of Florida
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to __________________________________________ [print name of public entity]
by __________________________________________ [print individual’s name and title]
for __________________________________________ [print name of entity submitting sworn statement]
whose business address is __________________________________________
and (if applicable) its Federal Employer Identification Number (FEIN) is ____________________________ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________ .)

2. I understand that a "public entity crime" as defined in Paragraph 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 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 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.

5. I understand that a "person" as defined in Paragraph 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]
Neither the entity submitting this sworn statement, nor any 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 a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____________________________________  ______________________  
Print Name  Signature

Subscribed and sworn to (or affirmed) before me this ________ day of ___________________ 2012 by  
____________________________________  who is personally known to me or who has produced identification.

NOTARY SEAL:  ________________________________
Notary Signature:_________________________

Notary Name: _____________________________________ Notary Public-State of Florida
SECTION 3 CLAUSES

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. 170 lu (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 requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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 organization or workers representative of the contractor’s commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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 a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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.

__________________________  __________________________
Print Name  Signature

Subscribed and sworn to (or affirmed) before me this __________ day of _______________ 2012 by ___________, who is personally known to me or who has produced identification.

NOTARY SEAL:  Notary Signature: __________________________

Notary Name: __________________________________________Notary Public-State of Florida
**Attachment “F”**

**Contract Award Report**

### Prime Contractor Information
- **Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.**
- **Amount of Contract**
- **Type of Contract Code (See below) (A)**
- **Contractor Business Name (B)**
- **Racial/Ethnic Code (See below) (C)**
- **Woman Owned Business (Yes or No)**
- **Prime Contractor Employer Identification Number (C)**
- **Subcontractor Employer Identification Number (C)**

### Sub-Contractor Information
- **Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.**
- **Amount of Subcontract**
- **Type of Trade Code (See below) (A)**
- **Subcontractor Business Name (B)**
- **Racial/Ethnic Code (See below) (C)**
- **Woman Owned Business (Yes or No)**
- **Prime Contractor Employer Identification Number (C)**
- **Subcontractor Employer Identification Number (C)**

### Other Contractor Information
- **Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.**
- **Amount of Contract**
- **Type of Contract Code (See below) (A)**
- **Contractor Business Name (B)**
- **Racial/Ethnic Code (See below) (C)**
- **Woman Owned Business (Yes or No)**
- **Prime Contractor Employer Identification Number (C)**
- **Subcontractor Employer Identification Number (C)**

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**(A) Type of Trade Codes:**

1. New Construction
2. Substantial Rehab
3. Repair
4. Service
5. Project Mgmt.

**(B) Racial/Ethnic Codes:**

1. White Americans
2. Black Americans
3. Native Americans
4. Hispanic Americans
5. Asian/Pacific Americans

**(C) Section 3 Business**

Revised: September 26, 2005

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