



## INVITATION FOR BIDS

Title: **KING HEIGHTS MANOR REHABILITATION**  
Location: **1240 NW 61 Street, Miami, FL 33142**  
Contact Person: Edward Barberio, Contracts Manager  
Contact Fax Number: 305-416-2090  
E-mail Address: [ebarberio@miamigov.com](mailto:ebarberio@miamigov.com)  
Issue Date: August 8, 2008  
Pre Bid Meeting: August 15, 2008

Deadline for Request of Additional Information/ Clarification: August 13, 2008

### ***Bids Submission Deadline***

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Date: September 8, 2008  
Time: 2:00 PM  
Location/ Mail Office of the City Clerk  
Address: City Hall, 1<sup>st</sup> Floor  
3500 Pan American Drive  
Miami, Florida 33133-5504  
Directions: FROM THE NORTH: I-95 south until it turns into US1. US1 south to SW 27<sup>th</sup> Ave., turn left, proceed south to SO. Bayshore Dr, turn left, 1 block turn right on Pan American Dr. City Hall is at the end of Pan American Dr. Parking is on right.  
FROM THE SOUTH: US1 north to SW 27<sup>th</sup> Ave., turn right, proceed south to SO. Bayshore Dr., turn left, 1 block turn right on Pan American Dr. City Hall is at the end of Pan American Dr. Parking is on right.

### ***IFB Table of Contents***

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- 1.0 General Terms and Conditions
- 2.0 Special Conditions
- 3.0 Scope of Work (Work Write Up)
- 4.0 Bid Response Form
- 5.0 Bid Response Checklist

**Sealed written Bids must be received by the City of Miami, City Clerk's Office, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, no later than the date, time and at the location indicated above.** Submittal of Bid by fax is not acceptable. One original and two (2) copies of your response and sets of response forms must be returned to the City or your response may be disqualified.

Ladies and Gentlemen:

Thank you for your interest in this Invitation for Bids (“IFB”), for the rehabilitation of a City of Miami (“City”) owned property (“Property”) located at 1240 NW 61<sup>st</sup> Street.

The Property is a thirty-three (33) unit apartment building; rehabilitation funding is from the CDBG Disaster Relief program. The City, through this IFB, is seeking the best qualified general contractor to rehabilitate the Property within a limited timeframe; rehabilitation must be completed by December 31, 2008. An on site pre bid meeting will be held August 15, 2008 for inspection of the property and review of the work scope.

Enclosed is the City’s IFB which contains information as follows: general specifications and rehabilitation write-up; IFB submission requirements; and related forms and documents.

Please carefully review all of the enclosed documents. Proposals must comply with all the submission requirements detailed in the IFB to be eligible for consideration. Proposals must present a clear and definitive completion schedule that responds to all the IFB requirements.

Proposals are due no later than **2:00 p.m. on Monday, September 8, 2008**, and must be delivered to the City of Miami Clerk’s Office, 3500 Pan American Drive, Miami, Florida, 33133. A list of respondents will be made public the next business day.

The City welcomes responsive proposals and looks forward to working with the successful contractor to realize this rehabilitation project.

Sincerely,

George Mensah, Director  
Department of Community Development

**NOTICE OF BID INVITATION  
CITY of MIAMI**

The City of Miami ("City") will receive sealed proposals until 2:00 P.M. local time, Monday, September 8, 2008 at the Office of the City Clerk, City Hall, 1st Floor, 3500 Pan American Drive, Miami, Florida 33133, for the following project:

**King Heights Manor Rehabilitation**

The project consists of the rehabilitation of a thirty-three (33) unit residential apartment building. This project will be federally assisted through the U.S. Department of Housing and Urban Development ("HUD") and as such bidders must comply with Presidential Executive Order 11246 (Equal Employment Opportunities), and 41 CFR Part 60-4(Non-Discrimination); the Davis Bacon Act (Wage Determination attached), as supplemented by 29 CFR Part 5; the Copeland (Anti-Kick Back) Act; the Contract Work Hours and Safety Standards Act as supplemented by 29 CFR Part 5, and all other applicable federal, state and local ordinances.

Attention is called to the fact that no less than the minimum salaries and wages as set forth in the Contract Documents may be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

A list of respondents will be posted on the City's website on Tuesday, September 9, 2008.

Bid documents may be obtained on or after Friday, August 8, 2008 from the Department of Community Development, 444 SW 2<sup>nd</sup> Avenue, 2nd Floor, Miami, Florida 33133 or online at <http://www.miamigov.com/communitydevelopment/pages/rfq/>. Bidders should register when picking up bid documents. Bidders who obtain bid documents online should register with [EBarberio@miamigov.com](mailto:EBarberio@miamigov.com). The bid will be awarded to the most responsible responsive bidder. If, however, the City Manager deems it to be in the best interest of the City, the City reserves the right to reject any and all bids, to waive any informalities or minor defects in any bids, and to increase or decrease the quantities shown in the Bid Form. Bids, which contain irregularities of any kind, may be rejected as non-responsive.

A mandatory pre-bid conference will be held at the Site at 9:00 AM local time on Friday, August 15, 2008. The Bidder, before submitting a Proposal, is required to visit and examine the site of the work at this time and satisfy himself/herself about the character of the work, any possible difficulties, and all conditions and circumstances which do and may affect the work. Additional time may be scheduled for inspections at the City's discretion; if so, all Bidders will be invited to attend.

The City is an Equal Opportunity Employer and encourages the participation of certified MBE contractors.

## 1.0 GENERAL TERMS & CONDITIONS

**INTENT:** The General Terms and Conditions described herein apply to the acquisition of goods or services with an estimated aggregate cost of \$25,000.00 or more.

**1.2. ACCEPTANCE OF OFFER -** The signed bid shall be considered an offer on the part of the bidder

**1.3. ACCEPTANCE/REJECTION –** The City reserves the right to accept or reject any or all bids or parts of bids after bid opening and request rebid on the items described in the IFB. In the event of such rejection, the Director of Community Development shall notify all affected bidders and make available a written explanation for the rejection. The City also reserves the right to waive any irregularities or minor informalities or technicalities in any or all bids and may, at its discretion, re-bid.

**1.4. ADDENDUMS –** It is the bidder's sole responsibility to ensure receipt of all addendums. Addendums are available on the City's website at [www.miamigov.com/communitydevelopment](http://www.miamigov.com/communitydevelopment). Bidders must periodically check for addendums prior to the submission deadline.

**1.5. ALTERNATE BID MAY BE CONSIDERED –** The City may consider one (1) alternate bid from the same bidder for the same solicitation; provided, that the alternate bid offers a different product that meets or exceeds the bid requirements. In order for the City to consider an alternate bid, the Bidder shall complete a separate Bid Form and shall mark "Alternate Bid". Alternate bid shall be placed in the same bid package and provide a thorough description of the items being added or replaced from the original write up and its respective cost.

**1.6. ASSIGNMENT -** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

**1.7. ATTORNEY'S FEES-** In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**1.8. AUDIT RIGHTS AND RECORDS RETENTION -** The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Bid, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for five (5) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

### **1.10. AWARD OF CONTRACT:**

A. The IFB, Bidder's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract.

B. The award of a contract where there are Tie Bids will be decided by the Director of Community Development or designee.

C. The award of this Bid may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is in default of these contractual requirements, the City, through action taken by the Department of Community Development, will void its acceptance of the Bidder's Response and may accept the Bid from the next most lowest responsive, responsible Bidder or re-solicit the City's requirements.

The City, at its sole discretion, may seek monetary restitution from Bidder and its bid bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder. These documents may either be a purchase order, notice of award and/or contract award sheet.

**1.12. BID RESPONSE FORM -** All forms, as described under Section 4.0, should be completed, signed and submitted accordingly.

**1.13. FAILURE TO EXECUTE CONTRACT –** Failure to execute a contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be the cause for the annulment of the award. Award may be then be made to the next most lowest responsible Bidder or all bids may be rejected.

**1.15. CANCELLATION -** The City reserves the right to cancel all invitations for bid before bid opening. In the event of bid cancellation, the Director of Community Development shall notify all prospective bidders and make available a written explanation for the cancellation.

**1.16. CAPITAL EXPENDITURES -** Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to perform the services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City.

**1.17. COLLUSION -** Bidder, by affixing a signature to its bid, certifies that its bid is made without previous understanding, agreement or connection either with any person, firm or corporation making a bid for the same items or with the City of Miami's Purchasing Department or initiating department. The Bidder certifies that its bid is fair, without control, collusion, fraud or other illegal action.

Bidder certifies that it is in compliance with Section 2.611, Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids where collusion may have occurred.

**1.18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

- Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- A. *Executive Order 11246*, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. *Occupational, Safety and Health Act (OSHA)*, as applicable to this IFB.
- C. *The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.*
- D. *Not Used*
- E. *Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3)* is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- E. *Environment Protection Agency (EPA)*, as applicable to this IFB.

- F. *Uniform Commercial Code (Florida Statutes, Chapter 672).*
- G. *Americans with Disabilities Act of 1990*, as amended.
- H. *National Institute of Occupational Safety Hazards (NIOSH)*, as applicable to this IFB.
- I. *National Forest Products Association (NFPA)*, as applicable to this IFB.
- J. *City Procurement Ordinance City Code Section 18, Article III.*
- K. *Conflict of Interest, City Code Section 2-611;61.*
- L. *The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.*
- M. *First Source Hiring Agreement, City Ordinance No. 10032*, as applicable to this IFB. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.
- N. *Davis-Bacon-* The Davis Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. Each contract subject to Davis Bacon labor standards requirements must contain labor standards clauses and a Davis Bacon wage decision.

Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

**1.19. Not used**

**1.20. CONFIDENTIALITY** - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application

when disclosure is required by Florida law or upon court order.

**1.21. CONFLICT OF INTEREST** – Bidders, by responding to this IFB, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods or equipment specified in this IFB. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the your firm.

**1.22. COPYRIGHT OR PATENT RIGHTS** - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this IFB, and bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**1.23. DEBARMENT AND SUSPENSIONS (Sec 18-107) -**

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

**1.24. DEFAULT/FAILURE TO PERFORM** - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days may result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.

- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

**1.25. DEBARRED/SUSPENDED VENDORS** - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. (See 1.23)

**1.27. DISCREPANCIES, ERRORS, AND OMISSIONS** - Any discrepancies, errors, or ambiguities in the Invitation for Bids or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Invitation for Bids and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral

instructions, clarifications, or other communications.

**1.28. EMERGENCY/DISASTER PERFORMANCE** - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this bid at the price contained within vendor's bid. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

**1.29. ENTIRE AGREEMENT** - The contract consists of this City of Miami Bid and specifically this Section II, Contractor's Response and any written agreement entered into by the City of Miami and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Bid and/or Response, then the Bid and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

**1.31. EVALUATION OF BIDS**

A. Rejection of Bids  
The City may reject a Bid for any of the following reasons:

- (1) Bidder fails to acknowledge receipt of addenda
- (2) Bidder misstates or conceals any material fact in the Bid
- (3) Bid does not conform to the requirements of the Bid
- (4) Bid requires a conditional award that conflicts with the method of award
- (5) Bid does not include required samples, certificates, and licenses as required
- (6) Bid was not executed by the Bidder's authorized agent on the Bid Form.

The foregoing is not an all inclusive list of reasons for which a Bid may be rejected. The City may reject and re-

advertise for all or any part of the Bid Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- (1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- (2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- (3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- (1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods and/or equipment required by the Bid. Bidder's must be able to demonstrate a satisfactory record of performance and integrity and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- (2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the

City or any other governmental entity in making the award.

- (4) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Bid.

**1.32. EXCEPTIONS TO GENERAL AND OR SPECIAL CONDITIONS OR SPECIFICATIONS** - Exceptions to the specifications shall be listed on the Bid Response Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**1.34. FIRM PRICES** - The bidder warrants that prices, terms, and conditions quoted in its bid will be firm throughout the duration of the contract unless otherwise specified in the IFB.

**1.35. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)**

- (a) The commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the city commission at a public hearing.
- (b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as

local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services include, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

- (c) The authorized representative shall negotiate each first-source hiring agreement.
- (d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city training and employment programs, and other residents of the city.

**1.36. GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.37. HEADINGS AND TERMS -**

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**1.39. INDEMNIFICATION -**

The Contractor shall indemnify and save harmless forever the City, and all the

City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by itself or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

**1.40. INFORMATION AND DESCRIPTIVE LITERATURE -**

Bidders must furnish all information requested in the spaces provided on the Bid Response Form. Further, as may be specified elsewhere, each Bidder must submit for bid evaluation cuts, sketches, descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the Buyer will not satisfy this provision.

**1.41. INSPECTIONS -**

The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by the Contractor under this Contract conform to the terms of the IFB. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

**1.42. NOT USED**

**1.43. INSURANCE -**

Within ten (10) calendar days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the City of Miami, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation for Bids the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this IFB within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future bids to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2<sup>nd</sup> Avenue, 9<sup>th</sup> Floor, Miami, Florida 33130, 305-416-1604.

**The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.**

**1.44. INVOICES -**

Invoices shall contain purchase order number and details of goods or equipment delivered (i.e. quantity, unit price, extended price, etc).

**1.45. LOCAL PREFERENCE -**

City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder.

**1.47. MINORITY/WOMEN BUSINESS -**

HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

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

2. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

All bidders doing business with the City are encouraged to include the participation of minority firms in their bids. In evaluating bids for determination of awards, minority participation may be a factor. Failure to adequately involve minority firms may be a basis for rejecting any and all bids.

#### **1.48. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS**

No contract or understanding to modify this IFB and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Community Development of the City of Miami, Florida through the issuance of a change order or modification to the contract, purchase order or award sheet as appropriate.

**1.50. NO PARTNERSHIP OR JOINT VENTURE** - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

**1.52. NONDISCRIMINATION** - Bidder agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**1.53. OCCUPATIONAL LICENSE** - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Bid under this IFB shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the Bid; however, the City may at its sole option and in its best interest allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

**1.54. OWNERSHIP OF DOCUMENTS** - It is understood by and between the parties that any documents, records, files, or any other

matter whatsoever which is given by the City to the successful Bidder pursuant to this solicitation shall at all times remain the property of the City and shall not be used by the Bidder for any other purposes whatsoever without the written consent of the City.

**1.55. PARTIAL INVALIDITY** - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.56. PERFORMANCE BOND** - A Contractor is required to furnish a Performance Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

**1.58. PREPARATION OF BIDS** - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions. (See Exhibit A)

- A. Each Bidder shall furnish the information required in the IFB. The Bidder shall sign the IFB and print in ink or type the name of the Bidder, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- B. The unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

- C. The Bidder must state a definite time, if required, in calendar days for delivery of goods or equipment.
- D. The Bidder should retain a copy of all bid documents for future reference.
- E. All bid response forms must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids having any erasures or corrections must be initialed in ink by person signing the bid or the bid may be rejected.

**1.59. PRICE ADJUSTMENTS** – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

**1.61. PROHIBITIONS** - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

**1.63. PROPERTY** - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**1.64. PROVISIONS BINDING** - Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties

hereto and their respective heirs, legal representatives, successors and assigns.

**1.65. PUBLIC ENTITY CRIMES** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.66. PUBLIC RECORDS** - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

**1.67. QUALITY** - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this bid shall be new. The items bid must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this IFB.

**1.68. QUALITY OF WORK** – The work performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this IFB.

**1.69. REMEDIES PRIOR TO AWARD (Sec. 18-106)**  
If prior to Contract award it is determined that a solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City

Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

**1.70. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)**

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

**1.71. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)**

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

- 1. Protest of Solicitation.
  - i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the

Chief Procurement Officer within three calendar days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest Bid Specifications or a bid solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three calendar days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

## 2. Protest of Award.

i. Any actual proposer who perceives itself aggrieved in connection with the recommended award of Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract. The receipt by proposer of such notice shall be confirmed by the City by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the

time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

## **1.73. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES**

- Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be

withheld or conditioned, in the City's sole discretion.

**1.74. SERVICE AND WARRANTY** – When specified, the bidder shall define all warranty, service and replacements that will be provided. Bidders must explain on the attached Bid Response Form to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your bid.

**1.75. SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality.

**1.76. SUBMISSION AND RECEIPT OF BIDS** - Bids must be received at the designated location and at, or before, the specified time of opening as designated in the IFB. **NO EXCEPTIONS.** Bidders are welcome to attend bid opening; however, no award will be made at that time. A bid tabulation will be furnished upon request; and, Bidder must enclose a self-addressed, stamped envelope when submitting a bid to receive the tabulation.

A. Bids shall be enclosed in a sealed envelope. The face of the envelope must show the hour and date specified for receipt of bids, the bid number, and the name and return address of the Bidder. Bids not submitted on the requisite Bid Response Forms may be rejected.

B. Bid must be submitted to the office and address listed on the front page of this IFB by the time specified to be considered for award.

C. Electronic/e-mailed bids or facsimile will not be considered.

D. Failure to follow these procedures is cause for rejection of bid.

E. The responsibility for obtaining and submitting this bid to the *City Clerk's Office* on or before the time and date is solely and strictly the responsibility of Bidder. The City of Miami is **not** responsible for delays caused by the United States mail delivery or caused by any other occurrence. Bids received by the *City Clerk* after bids have begun to be opened will be returned unopened, and will not be considered for award.

F. Late bids will be rejected.

G. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

H. Modification of bids already submitted will be considered **only** if received at the City Clerk's Office before the time and date set for opening bids. All modifications must be submitted in writing. Once a bid is opened, the City will not consider any subsequent submission which alters the bid.

I. If bids are submitted at the same time for different solicitations, each bid must be placed in a **separate envelope** and each envelope must contain the information previously stated in 1.76.A.

**1.77. TAXES** - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**1.78. TERMINATION** - The City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods or equipment. The City's obligation is contingent upon the availability of appropriate funds.

**1.79. TERMS OF PAYMENT** - Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the services/goods and pursuant to Florida Statute 218.74 and other applicable law.

**1.80. TIMELY DELIVERY OF SERVICE** – Time will be of the essence for the provision of rehabilitation services. The City reserves the right to cancel the full contract, or part thereof, without obligation, if services are not provided within the time specified on the Bid Form.

**1.82. VARIATIONS OF SPECIFICATIONS** - For purposes of bid evaluation, bidders must indicate any variances from bid specifications and/or conditions, no matter how slight. If variations are not stated on the Bid Response Form, it will be assumed that the product fully complies with the City's specifications.

**1.83 DISBURSEMENT OF FUNDS.** The Bidder shall submit draw requests for the Funds, which draw requests will be submitted as needed. The Bidder will submit or cause to be submitted the following documentation to the City:

**Hard Costs:**

(a) Such AIA (American Institute of Architects) "Standard Form of Agreement Between Owner and Contractor" and "Standard Form of Agreement Between Owner and Architect" as the City may require, signed by the general contractor for the Project and the Project architect, as appropriate.

(b) A Request for Disbursement, in a form acceptable to the City,

setting forth such details concerning construction of the Project as the City shall require, including: the amount paid to date to the General Contractor constructing the Project (the "Contractor") and pursuant to the contract for the construction of the Project between the Bidder and the Contractor (the "Construction Contract"); the amounts, if any, paid directly by the Bidder to subcontractors of the Contractor and materialmen; the amount then currently payable to the Contractor, broken down by trades; the amounts paid on account of the Contractor's construction fee; and the balance of the construction costs which will remain unpaid after the payment of the amount currently payable.

Each Request for Disbursement of hard costs must be signed by the Bidder, the Architect for the Project and the Contractor.

- (c) Applications for receiving Funds for reimbursement of hard costs will include a Memorandum of Advance and such architectural documents as the City may require. The City Inspector shall be required to certify with each draw request: the amount of work on the Project that has been completed and such other matters as the City may require. Lien waivers/releases shall be submitted to the City Inspector for review and approval before each disbursement. If the City requires that its title insurance policy be updated, the Bidder shall also submit to the title insurance company all lien waivers/releases in connection with each proposed draw. All costs associated with the title insurance company updating the title insurance policy shall be paid by the Bidder.

## **2.0 SPECIAL CONDITIONS**

### **2.1. PURPOSE**

It is the intention of the City of Miami to establish a contract with a successful bidder (also referred to as “contractor”) for the rehabilitation of property located at 1240 NW 61 Street (33 apartment units).

### **2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/ CLARIFICATION**

Any request for additional information or clarification must be received by no later than the date specified on the cover sheet of this solicitation. Bidders may fax their requests for information to the attention of Edward Barberio, Contracts Manager, at the City of Miami, Department of Community Development at 305-416-2090, or send by e-mail to [ebarberio@miamigov.com](mailto:ebarberio@miamigov.com).

### **2.3. FEDERAL REQUIREMENTS**

This project will be federally assisted through the Miami-Dade County Office of Community and Economic Development with Community Development Block Grant Disaster Relief funds. Bidders must comply with: Presidential Executive Order 11246 clause, as amended; the Davis-Bacon Act Provision; Title VI of the Civil Rights Act of 1964, as amended; the Copeland (Anti-Kickback) Act; the Contract Work Hours and Safety Standards Act; and all other applicable federal and state laws and local ordinances.

This is also a Section 3 covered activity. Section 3 requires that job training, employment and contracting opportunities be directed to low and very-low income persons or business owners who live in the project’s area.

### **2.4. LICENSES AND PERMITS**

Services performed for the City will require licenses and permits in the same manner as private rehabilitation of dwelling units within the City. The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, Miami-Dade County, or local ordinances.

The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Contractor’s expense.

### **2.5. NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to successful bidder or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

### **2.6. METHOD OF AWARD**

This contract will be awarded to the lowest *most responsive and responsible bidder* and whose bid conforms to the specifications and is most advantageous to the City. Award shall be based upon the pricing indicated on the Bid Form (as long as the bid is the lowest most responsive & responsible), pursuant to the Specifications.

### **2.7. BIDDER’S MINIMUM QUALIFICATIONS, EXPERIENCE, LICENSING AND RESPONSIBILITY**

A. Bids will be considered only from firms that are regularly engaged in the business of providing goods and services as described in this Bid; that have a record of performance for a reasonable period of time; and that have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.

**B. The Bidder shall submit the appropriate License(s) and Certificate(s) and a copy of current Occupational License, contain the experience necessary to perform the services**

**contained herein, and be a responsible vendor to avoid any contractual or legal problems, performance issues or any embarrassment to the City.**

**1. LICENSES AND QUALIFICATIONS**

Bidders must be active residential, building, or licensed General Contractors specializing in electrical, plumbing, roofing, overall new construction licensed in the State of Florida and with Miami-Dade County.

Bidders must provide proof of Current Occupational License, Commercial General Liability, Business Automobile Liability, and Workers Compensation Insurance Coverage<sup>1</sup>. (Unless you have already been qualified by the City of Miami Department of Community Development as a General Contractor for Single Family Rehabilitation & Replacement Home Programs – if unsure, please contact Roberto Tazoe, Assistant Director, Department of Community Development at 305-416-1984 for proper confirmation).

**2. EXPERIENCE**

General Contractors must have a minimum of three (3) years of experience in the rehabilitation or construction related disciplines associated with multi-family and/or single family residential homes. Bidders shall detail in bid response a list of at least three (3) projects of a similar nature. All references may be verified by the City for authenticity and quality of work performed by the bidder.

**3. CAPACITY**

Firm must provide proof of sufficient work force/ subcontractors to meet strict deadlines for completion of the work. Contractors/ Subcontractors will be expected to perform quality construction work, organize and coordinate with construction tradesmen to complete work on time. Also, firm must provide proof of adequate line of credit to access funds to carry out at a minimum of three (3) rehabilitation projects during the same period.

**4. CORPORATE RESOLUTION**

Contractor must submit a copy of its corporate resolution specifying the person(s) authorized to execute contracts and other documents.

Failure to provide the items described above may constitute grounds for disqualification.

**2.8. APPLICABLE STANDARDS AND GUIDELINES**

All work under this Invitation to Bid shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing the rehabilitation of dwelling units and any other trade work done in conjunction with the work to be performed.

The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established industry as determined by the proper authorities of the City of Miami, Florida.

**2.9. PRICES SHALL BE FIXED AND FIRM**

The bid prices shall remain fixed and firm until the completion of the rehabilitation work. No price adjustment requests will be considered for any of the rehabilitation items described in the general specifications and work write up section of the IFB. At the discretion of the City of Miami Department of Community Development, change orders to improve upon the original rehabilitation specifications may be reviewed and approved by the department's director or his/her designee.

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<sup>1</sup> Coverage amounts to be determined by the Risk Management Department  
City of Miami – Department of Community Development

**2.10. INSURANCE REQUIREMENTS**

**INDEMNIFICATION**

Bidder shall pay on behalf of, indemnify and save Miami-Dade County, the City and their officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to the City of Miami, c/o Department of Community Development, 444 SW 2<sup>nd</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida, 33130, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below depending on the total amount of your bid:

**I. INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS OVER \$200,000**

**Commercial General Liability**

A. Limits of Liability

- a. Bodily Injury & Property Damage Liability – Each Occurrence \$1,000,000
- b. General Aggregate Limit \$2,000,000
- c. Products/ Completed Operations \$1,000,000
- d. Personal & Advertising Injury \$1,000,000

B. Endorsements Required

- City of Miami included as an additional insured
- Miami-Dade County included as an additional insured
- Employees included as insured
- Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Explosion, Collapse and Underground Hazard
- Loading and Unloading

**Business Automobile Liability**

A. Limits of Liability

- a. Bodily Injury & Property Damage Liability – Combined Single Limit. Any Auto, Including Hired, Borrowed or Non-Owned Autos – Any One Accident \$1,000,000

B. Endorsements Required

- City of Miami included as an additional insured
- Miami-Dade County included as an additional insured

**Workers Compensation**

- A. Limits of Liability
- B. Statutory – State of Florida
- C. Waiver of Subrogation

**Employer’s Liability**

- A. Limits of Liability
  - a. For bodily injury caused by an accident – each accident \$100,000
  - b. For bodily injury caused by disease – each employee \$100,000
  - c. For bodily injury caused by disease – policy limit \$500,000

**Public Liability Insurance**

On a comprehensive basis in an amount not less than **\$1,000,000** combined single limit per occurrence and **\$2,000,000 general aggregate limit** for bodily injury and property damage. **Miami-Dade County and City of Miami must be shown as an additional insured with respect to this coverage.**

**Professional Liability Insurance**

In the name of the design professional for this project, in an amount not less than \$250,000 with the deductible per claim, if any, not to exceed 10% of the limit.

**Umbrella Policy**

- B. Limits of Liability
  - a. For bodily injury caused by an accident – each accident \$100,000
  - b. For bodily injury caused by disease – each employee \$100,000
  - c. For bodily injury caused by disease – policy limit \$500,000

**Owners & Contractor’s Protective**

- a. Each Occurrence \$1,000,000
- b. General Aggregate \$1,000,000

**Payment and Performance Bond**

- a. Equal to 100% of Bid Amount

**Builders’ Risk**

Equal to 100% of Bid Amount. Causes of Loss: All Risk-Specific Coverage Project Location  
Valuation: Replacement Cost  
Deductible: \$2,500 All other perils  
5% Maximum on Wind  
City of Miami and Miami-Dade County included as additional insured.

- A. Limit/Value at Location at Site \$\_\_\_\_\_ (Cost of Project)
- B. Coverage Extensions:
  - Materials, supplies and similar property owned by others for which you are responsible.
  - Full coverage up to policy limits for equipment breakdown.
  - Temporary storage/ transit coverage.
  - Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
  - Fences, scaffolding, construction forms coverage and signs.
  - Valuable papers coverage for blueprints, site plans and similar documents.
  - Trees, shrubs, sod, plants while at premises.
  - Flood, including inundation, rain seepage and water damage.
  - Earthquake.
  - Business Interruption.
  - Subsidence.

- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Escalation clause in the event of a total loss up to 5% of policy limit.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause.
- Full coverage up to policy limits for testing including physical.
- Debris removal.

The above policies shall provide the City of Miami and Miami-Dade County with written notice of cancellation or material change from the insurer not less than thirty (30) calendar days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/ or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**2.11. COMPLETED WORK**

All work must be completed within 180 calendar days from Notice to Proceed from City of Miami. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful bidder at no additional charge to the City.

**2.12. TIE BIDS**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (a.).
- D. In the statement specified in subsection (a.), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.13. LIQUIDATED DAMAGES**

Upon failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time established, the bidder shall be subject to charges for liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract).

As compensation due the City for loss of use and for additional costs incurred by the City, due to such non-completion of the work, the City shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

**2.14. DAMAGES TO PUBLIC/PRIVATE PROPERTY**

The successful bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the successful bidder, at his expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

**2.15. WARRANTY**

The successful bidder will be required to warranty all work performed for a period of at least one (1) year and the roof for a period of at least ten (10) years.

**2.16. PUBLIC CONVENIENCE AND SAFETY**

The successful bidder shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.

The successful bidder shall meet the following noise abatement performance standards for all construction equipment:

Between the hours of 7:00 A.M. and 6:00 P.M. noise levels shall not exceed 80 dBA at the nearest residential or commercial property line.

Operation of equipment should be avoided between the hours of 6:00 P.M. and 7:00 A.M., but if required, the noise level shall not exceed 65 dBA.

**2.17. SAFETY MEASURES**

Successful bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of successful bidder shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The successful bidder shall use only equipment that is fully operational and in safe operating order. Successful bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

**2.18. QUALITY OF WORK**

All work shall be performed using superior maintenance standards and techniques. The frequencies established for repetitive maintenance tasks are minimum frequencies, which must be increased if deemed necessary and requested by the City.

**2.19. TERMINATION FOR DEFAULT**

If Successful bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful bidder was not in default or (2) the Successful bidder's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

**2.20. TERMINATION FOR CONVENIENCE**

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**2.21. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this bid. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this bid solicitation are the only conditions applicable to this bid and that the bidder's authorized signature affixed to the bidder's acknowledgment form attests to this.

**2.22. FINAL CLEAN-UP**

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean, remove, and properly dispose of from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the performance of the work, and shall leave the work in a neat and presentable condition.

**2.23. UTILITIES**

Prior to construction, the successful bidder shall familiarize himself/herself with the location of all existing utilities and facilities within the work sites. Should damage or structural weakening occur to such items through negligence on the part of the contractor, immediate corrective measures shall be taken by, and at the expense of, the contractor as directed by the City.

**2.24. DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER**

The successful Bidder(s) shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformance's are verbally reported to the Bidder by the City's Contract Administrator. The successful Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the City may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the City shall place the Bidder on default, obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through direct invoicing.

**2.25. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

# CONSTRUCTION BID FORM

Thirty-three (33) apartment units proposal to include total cost, overhead and profit.

**TYPE OF CONSTRUCTION:** CBS  
**NUMBER OF FLOORS:** 3  
**SQUARE FOOTAGE:** 13,704 (Property Appraiser)  
**DATE OF INSPECTION:** 2/25/08

## General Remodeling

### 7902 EXTERMINATE DRYWOOD TERMITES

Treat unit by tent method, using gas.

\$ \_\_\_\_\_

### 2270 FLAT ROOF – REPLACE WITH SIMILAR MATERIALS

Remove all existing roofing materials. Provide and install new roofing, including 1<sup>st</sup> rigid insulation.

\$ \_\_\_\_\_

### 6980 ELECTRIC SERVICE (UPDATE TO CODE)

Remove and dispose to legal dump. Install a residential, single phase, Wire electric service; including a main disconnect circuit panel board, meter socket, service head, service ground, and rod system.

\$ \_\_\_\_\_

### 6983 METER ROOM (TO CODE)

Remove existing block wall at entrance of the meter room. Install a new block wall with louver door and metal frame. New wall must be moved to meet space requirements and clearances necessary to comply with State and Building Department regulations.

\$ \_\_\_\_\_

### 7330 REWIRE TO CODE

Rewire unit to current National Electric Code; including, but not limited to: GFCI in wet areas, one GFCI with water proof cover at exterior of house; 15 amp receptacles on all usable walls; switched lights in all halls, kitchens, bathrooms and furnace areas; counter receptacles and circuits. Rewire to include smoke detectors with battery back-up. Fish all wire and repair all tear out or install in surface mounted raceways. Does not include service entrance.

\$ \_\_\_\_\_

### 6204 WATER SERVICE – COPPER (TO CODE)

Excavate below frost line, Lay 1" tyke K copper pipe and refill trench for water service. Lay line from meter hub to main shut off valve at structure. Contractor to apply and pay for all permits.

\$ \_\_\_\_\_

**9000 WASA WATER METER – COPPER (TO CODE)**

Tap main with two 1” dual service to replace two ½” service at curb EPL to supply 33 unit apartment building

\$ \_\_\_\_\_

**5204 PREP AND PAINT SURFACE (INTERIOR UNIT – 2 COLORS)**

Remove or cover hardware and accessories not to be painted. Scrape loose peeling, cracked and blistered paint areas. Clean oil, grease, fungus, dirt and dust from surfaces. Prime all areas that need to be repaired. Fill holes and cracks. Prime all new materials with oil primer in kitchen and bath and latex primer in dry rooms. Top coat with two coats of latex paint, in dry rooms, semi-gloss in kitchen and bathrooms. Benjamin Moore or equal. (color choice by program)

\$ \_\_\_\_\_

**5292 STUCCO AND CONCRETE STRUCTURE – EXT. PAINT 2 COLORS**

All holes, cracks or broken concrete areas must be primed before painted, or repaired then primed prior to being painted. All old un-used pipes and wires to be removed, re-attach any good loose wires and pipes. All window areas must be caulked, glazed as necessary or repaired. All walls to be cleaned by either water pressure cleaning, or sand blasting method to remove loose paint. All concrete structure areas are to receive one coat of concrete sealer prior to the final 2 coats of latex based paint. (color choice by program) Benjamin Moore or equal. All trims, doors, security bars, awnings and railings to receive one coat of sealer and two coats of paint.

\$ \_\_\_\_\_

**5800 HVAC--GENERAL REQUIREMENTS**

Unless otherwise specified, all materials shall be new. Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Contractor shall submit a diagram showing equipment selection and proposed layout of distribution system within 10 days of bid award.

\$ \_\_\_\_\_

**6534 WATER HEATER TO CODE (TITAN WATER HEATER)**

Install a titan style water heating system with all piping and electrical connection with proper ground.

\$ \_\_\_\_\_

**6200 PLUMBING – (KITCHEN)**

Unless otherwise specified, all materials shall be new. All items shall operate safely and without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, and fire stopped. Damage to structural members from drilling or notching shall be repaired to the acceptance of the program. All pipe shall be CPVC Chlorinated Pressure Pipe and Socket-Weld Fittings. Kitchen to include hot and cold water supply pipe, fittings, and clips. Drains and vent pipes with associated fittings, glue and strapping. Final fixture connections.

\$ \_\_\_\_\_

**3616 BASE CABINET – KITCHEN MICA CLAD**

Install new. Base cabinets shall be clad with Formica, 1/32" min. thickness, with appropriate doors & drawers. Counter top of cabinets shall be approx. 25" wide with a full backsplash. Formica 1/16" minimum thickness or equal. Base cabinets to have 1/2" thick shelves, include all drawer hardware, catches and pulls of approved design and good quality per manufacturer's specs. Interior to be vinyl clad.

\$ \_\_\_\_\_

**3626 WALL CABINET – KITCHEN MICA CLAD**

Install new. Kitchen wall cabinets shall be clad with Formica 1/32" minimum thickness. All doors and shelf edges shall be trimmed with Formica. Cabinet length, number of shelves, doors and hardware as specified in proposal including at least 2 shelves of 1/2" thickness. Include all necessary doors, pulls and catches of manufacturer's good grade and quality. Interior to be vinyl clad.

\$ \_\_\_\_\_

**6414 SINK--SINGLE BOWL COMPLETE**

Install a 24"x 24" single bowl, stainless steel, self rimming kitchen sink Including water saver faucet with 5-year drip-free warranty, trap and supply lines from stop valves. Sound proofed with bitumastic material or equivalent

\$ \_\_\_\_\_

**8020 ELECTRIC RANGE – 30" NEW**

Dispose of old stove. Provide and install a white, 30" wide electric stove including electrical connections.

\$ \_\_\_\_\_

**7134 RANGE HOOD - RECIRCULATING**

Install a 30", recirculating, enameled metal range hood with light and washable grease filter. Program's choice of color.

\$ \_\_\_\_\_

**8034 REFRIGERATOR – 18 CF FROST FREE - NEW**

Dispose of old refrigerator. Provide and install a 2 door, top freezer, white, frost free refrigerator with at least 18 Cubic feet.

\$ \_\_\_\_\_

**6200 PLUMBING – (BATHROOM)**

Unless otherwise specified, all materials shall be new. All items shall operate safely and without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, and fire stopped. Damage to structural members from drilling or notching shall be repaired to the acceptance of the program. All pipe shall be CPVC Chlorinated Pressure Pipe and Socket-Weld Fittings. Bathroom to include hot and cold water supply pipe, fittings, and clips. Drains and vent pipes with associated fittings, glue and strapping. Final fixture connections.

\$ \_\_\_\_\_

**5722 CERAMIC WALL TILE (BATHROOM)**

Provide and install new tile on wall in bathroom(s). 6'-0" High around tub area only, and 4'-0" High wainscot.

\$ \_\_\_\_\_

**3660 VANITY – 24” COMPLETE**

Install Bathroom Vanity including bowl with a 2-handle faucet, drain fittings, supply with shut-offs.

\$ \_\_\_\_\_

**6512 COMMODE - REPLACE**

Install 2 piece close coupled white, vitreous china water saving commode. Include plastic or pressed wood white seat, plastic supply pipe, shut-off valve, stop valve and wax seal. Clean, commonly used and cosmetically blemished commode of any color is acceptable with field approval. Use rough-in when replacing wall hung commode, and 12” rough-in to replace close coupled commode. American STD. or equivalent.

\$ \_\_\_\_\_

**6488 BATHTUB – 5’ STEEL COMPLETE**

Install a 5’ white enameled, formed steel tub complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter and shower head. American STD. or equivalent.

\$ \_\_\_\_\_

**5452 BATHROOM WALL – ACCESSORIES**

Fixtures to be included as standard are as follows:

- One Towel Bar in shower area
- Tooth brush holder, soap dish, tissue holder, one towel bar on wall, one medicine cabinet.
- Soap dish in tub area.
- Handicap bars in tub area 24” (NEW ITEM).

\$ \_\_\_\_\_

**2982 WINDOW – ALUMINUM, SINGLE HUNG**

**Provide & Install Impact Glass Windows to include Egress windows in bedrooms.**

Field measure, fabricate and install single hung, glazed thermal break, enameled Aluminum replacement window(s) including all necessary panning caulk and trim. Color choice by the program.

\$ \_\_\_\_\_

**3352 EXTERIOR DOORS & FRAMES – (TO INCLUDE METER ROOM & STORE ROOM)**

Dispose of existing door and frame. Install exterior metal door and frame. Include 1-3/4” solid core door with new hardware, weather-stripping, 2-piece aluminum threshold three 4”x 4” butt hinges, passage door lock primed before installation.

\$ \_\_\_\_\_

**3432 INTERIOR DOORS & FRAMES**

Remove all interior doors and frames. Provide and install new hollow core pre-hung door. All doors to include privacy locks. Include bi-folds on bedroom closets (NEW ITEM)

\$ \_\_\_\_\_

**7096 LIGHT FIXTURE – REPLACE INTERIOR & EXTERIOR COMMON AREAS**

Install a ceiling mounted, 2 –bulb, UL approved, incandescent light fixture with shade and lamps.

\$ \_\_\_\_\_

**8240 FIRE EXTINGUISHER & CABINETS (2 PER FLOOR)**

Install 30 gauge steel box with double strength glass door containing a portable 9-1/2 lbs. ABC type fire extinguisher

\$ \_\_\_\_\_

**7380 FIRE ALARM SYSTEM**

Provide and install fire alarm system as required by Code

\$ \_\_\_\_\_

**7112 EXIT SIGNS**

Provide and install new exit signs, A.C. operated.

\$ \_\_\_\_\_

**7094 LIGHT FIXTURES (HALLWAYS)**

Provide and install new light fixtures in main hallways, connected to timer and to house meter.

\$ \_\_\_\_\_

**772 DEBRIS DISPOSAL (20 YARD BIN)**

Dispose of all debris from worksite and rear yard in code-legal dump.

\$ \_\_\_\_\_

**648 DEMOLITION--CUSTOM INTERIOR**

Remove plaster/drywall, lath, fixtures, wiring, plumbing and mechanical runs  
Repair or replace all damaged framing members. Dispose of in code-legal dump.

\$ \_\_\_\_\_

**1430 FLOOR--DECK**

Dispose of existing floor covering, underlayment and joists. Repair or replace finished flooring, sub-floor, and joists, and level floor.

\$ \_\_\_\_\_

**5740 CERAMIC FLOOR TILE THROUGHOUT (DURAROCK)**

Lay owner's choice of ceramic floor tile in an adhesive recommended for floors. After at least 24 hours drying time, apply latex-Portland grout. Clean floor and apply mildew resistant white silicone caulk to all seams and pipe penetrations. Install a 3" marble threshold at door.

\$ \_\_\_\_\_

**4286 BASEBOARD – 1"x 4"**

Install a 1"x 4", # 2 grade pine base with finish nails or tee headed brads.

\$ \_\_\_\_\_

**5110 NEW DRYWALL THROUGHOUT**

Provide and install new drywall throughout. Finish to receive paint. Relocate partitions where necessary to meet Minimum Housing Standards or S.F.B.C.

\$ \_\_\_\_\_

**916 DRIVEWAY - ASPHALT**

Form, spread and roll 4" of oil based bituminous concrete, and 1-1/2" top coat to create a driveway 10' wide.

\$ \_\_\_\_\_

**920 DRIVEWAY RIBBONS**

Form and pour 3000 PSI air entrained concrete into a 4" thick, 2' wide ribbons, 6' apart.

\$ \_\_\_\_\_

**960 PAINT PARKING STALLS**

Mark parking stalls with white exterior reflective paint. \$ \_\_\_\_\_

**9000 CUSTOM MAIL BOXES**

Remove old mail box system and install new one of similar design. All boxes are to meet government regulation. Each mail box must have a locking system with two keys for each unit. \$ \_\_\_\_\_

**308 FENCE REPAIR--CUSTOM**

Repair or replace where needed using similar materials. Include door for dumpster, door for main entrance to building, and door for access to yard Prep all loose, cracked and blistering paint from metal surface. Remove all rust. Prime bare metal with iron oxide primer. Apply one top coat of full gloss black oil based enamel. \$ \_\_\_\_\_

**1858 RAILING--CUSTOM REPAIR (TO CODE)**

Repair where needed Fabricate, prime, top coat and install a 1-1/2" round welded steel pipe railing between railing bars to be in compliance with State and County regulations. Prep all loose, cracked and blistering paint from metal surface. Remove all rust. Prime bare metal with iron oxide primer. Apply one top coat of full gloss black oil based enamel. \$ \_\_\_\_\_

**464 LANDSCAPING CUSTOM**

Remove re-grade site establishing, positive drainage. Provide and install top soil, sod and landscape. \$ \_\_\_\_\_

**7318 WIRING SYSTEM – CUSTOM PHONE LINES**

Provide and install new phone lines and jacks in each unit. Phone lines from each unit to conduit leading to meter room. \$ \_\_\_\_\_

**7400 CONCRETE PAD FOR DUMPSTER (NEW ITEM)**

Concrete pad for dumpster to be placed next to meter room \$ \_\_\_\_\_

**875 CONCRETE SURFACES—REPAIR/REPLACE**

Repair/replace all damaged or deteriorated concrete surfaces as needed. \$ \_\_\_\_\_

**7370 FLOOD LIGHT--EXTERIOR**

Install a building-mounted, 250 watt HPS, single lamp, mercury vapor fixture including all power lines. \$ \_\_\_\_\_

**Total Bid Amount** \$ \_\_\_\_\_

### 3.0 SPECIFICATIONS



## LEAD-BASED PAINT

### NOTES:

1. **QUANTITIES ONLY REFLECT THE CITY'S ESTIMATE. ACTUAL QUANTITIES AND FIELD CONDITIONS MUST BE VERIFIED AND CORRECTED BY THE CONTRACTOR PRIOR TO SUBMISSION.**
2. The use of LEAD-BASED paint is prohibited on any surface. Surfaces having lead-based paint and defective debris shall be disposed of in accordance with applicable federal, state or local requirements.
3. All necessary permits are to be obtained, properly displayed and posted on the job site with the work write-up attached as the job's repair list. Unless the proper permits have been obtained and any/all required the proper Department for those items has approved inspection(s), payment request will not be accepted.
4. All materials used onsite must meet or exceed current code requirements and meet with Miami-Dade County product approval.

**4.0 Bid Response Form**

**KING HEIGHTS MANOR**

**1240 NW 61 ST  
MIAMI FL, 33142**

<b>TOTAL:</b>	<b>\$</b>
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<b>Property Owner:</b>	<b>City of Miami</b>
<b>Address:</b>	<b>1240 NW 61 Street</b>
<b>Contractor's Name:</b>	
<b>Contractor's Address:</b>	
<b>Contractor's Phone #:</b>	

Please submit sealed bids to:

**City of Miami – Office of the City Clerk  
City Hall, 1<sup>st</sup> Floor  
3500 Pan American Drive  
Miami, FL. 33133**

**The submission deadline:**

The undersigned contractor has submitted the above price estimate to rehabilitate the referenced property.

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Company \_\_\_\_\_

#### 4.1. Certification Statement (Page 1 of 3)

Please quote on this form(s) net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs. The City reserves the right to accept or reject all or any part of this bid. Prices should be firm for duration of the contract.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this bid have been documented in the section below (refer to paragraph and section). If needed, please attach additional page(s).

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery or Completion of project will be made within **180** calendar days from Notice to Proceed from City of Miami.

We (I) certify that any and all information contained in this bid is true; and we (I) further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this Invitation For Bids and certify that I am authorized to sign this bid for the bidder. Please print the following and sign your name:

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ BEEPER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

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

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**

**Bid Response Form - Certification Statement (Page 2 of 3)**

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute this bid on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_  
Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute this bid on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_  
Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**Bid Response Form - Certification Statement (Page 3 of 3)**

**CERTIFICATE OF AUTHORITY**  
**(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF \_\_\_\_\_)

SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

## 4.2. Qualification Statement (Page 1 of 2)

### **INSTRUCTIONS:**

This questionnaire is to be included with your bid. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

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

### **COMPANY OFFICERS:**

President \_\_\_\_\_ Vice President \_\_\_\_\_

Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

### **COMPANY OWNERSHIP:**

\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership

### **LICENSES:**

1. County or Municipal Occupational License No. \_\_\_\_\_  
(Attach copy with bid)
2. Occupational License Classification \_\_\_\_\_
3. Occupational License Expiration Date: \_\_\_\_\_
4. Metro-Dade County Certificate of Competency No. \_\_\_\_\_  
(attached copy if requested in Bid )
5. Social Security or Federal I.D. No. \_\_\_\_\_

### **EXPERIENCE:**

6. Number of Years your organization has been in the construction business: \_\_\_\_\_
7. Number of Years experience BIDDER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid: \_\_\_\_\_
8. Number of Years experience BIDDER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid: \_\_\_\_\_

## Bid Response Form – Qualification Statement (Page 2 of 2)

9. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts, work, jobs, that BIDDER has performed of a type similar to that required by specifications of the City's Bid with whom you have done business with in the past three (3) years:

AGENCY/FIRM NAME/ADDRESS	DATE OF PROJECT	DESCRIPTION OF PROJECT
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

AGENCY/FIRM NAME/ADDRESS	DATE OF PROJECT	DESCRIPTION OF PROJECT
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

AGENCY/FIRM NAME/ADDRESS	DATE OF PROJECT	DESCRIPTION OF PROJECT
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

AGENCY/FIRM NAME/ADDRESS	DATE OF PROJECT	DESCRIPTION OF PROJECT
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

**FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM MAY DISQUALIFY YOUR BID.**

### 4.3. OFFICE LOCATION AFFIDAVIT

Please type or print clearly. This Affidavit must be completed in full, signed and notarized ONLY if your office is located within the corporate limits of the City of Miami.

Legal Name of Firm: \_\_\_\_\_ Entity Type: (check one box only)  Partnership  
 Sole Proprietorship  Corporation  
 Joint Venture

Corporation Doc. No: \_\_\_\_\_ Date Established: \_\_\_\_\_ Occupational License No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

**Office Location of the bidder/proposer:**

**PRESENT**  
 Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ How long at this location: \_\_\_\_\_

**PREVIOUS**  
 Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ How long at this location: \_\_\_\_\_

**According to Ordinance No. 12271 (Section 18-85):**

The City Commission may offer to a responsible and responsive local bidder, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder.

**The intention of this section is to benefit local bona fide bidders/proposers to promote economic development within the corporate limits of the City of Miami.**

I (we) certify, under penalty of perjury, that the office location of our firm has not been established with the sole purpose of obtaining the advantage granted bona fide local bidders/proposers by this section.

(Corporate Seal)

\_\_\_\_\_  
 Authorize Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Authorize Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title

(Must be signed by the corporate secretary of a Corporation or one general partner of a partnership or the proprietor of a sole proprietorship or all partners of a joint venture.)

**STATE OF FLORIDA, COUNTY OF DADE**

Subscribed and Sworn before me that this is a true statement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  Personally known to me; or  
 Produced identification:

\_\_\_\_\_  
 Notary Public, State of Florida

\_\_\_\_\_  
 My Commission expires

(Seal)

\_\_\_\_\_  
 Printed name of Notary Public

**Please submit with your bid copies of Occupational License, professional and/or trade License to verify local status. The City of Miami also reserves the right to request a copy of the corporate charter, corporate income tax filing return and any other documents(s) to verify the location of the firm's office.**



**First-source Hiring Agreements.**

(a) The commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the city commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the City which include professional services.

Services include, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the City training and employment programs, and other residents of the City.

## 5.0 BID RESPONSE CHECK LIST

This checklist is provided to help you conform to all requirements stipulated in this IFB.

- |   | <b>Required to be Submitted with Bid</b>                            |
|---|---|
| <b>1. Bid Form (Form 4.0.)</b><br>This form must be completed and signed to validate your bid   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>2. Bid Certification Form- (Form 4.1.)</b><br>This form must be completed and signed by bidder   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>3. Bidder Qualification Statement (Form 4.2.)</b><br>This form should be completed in its entirety to verify the capability of bidder to perform/deliver the services/goods specified in the IFB   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>4. Office Location Affidavit, if applicable (Form 4.3.)</b><br>Section 18-85 of City Ordinance No. 12271, states that the City Commission may offer to a responsible and responsive bidder, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor <u>is not more than ten percent (10%) in excess</u> of the lowest other responsible and responsive bidder. (Must be signed and notarized by the local bidder, only for use in attesting office location). The City reserves the right to verify local status. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>6. Statement of Intent to Comply with Ordinance 10032 (Form 4.4)</b>   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>7. Copy of Occupational License</b><br>Copy to be included with Bid.   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>8. Certification from the State of Florida, Department of Business and Professional Regulation as a Licensed General Contractor</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>9. Commercial General Liability Insurance</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>Business Automobile Liability Insurance</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>Workers Compensation Insurance</b>   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>10. Payment and Performance Bond</b>   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>11. Affidavit Package</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

# Affidavits

The following list of documents which must be incorporated in the bid/award package:

- \_\_\_ Notice to Bidders / Prospective Contractor(s)
- \_\_\_ Certification Receipt
- \_\_\_ Davis-Bacon Wage decision
- \_\_\_ Federal Labor Standards Provisions (form HUD-4010)
- \_\_\_ Provisions to be Incorporated in Construction Contracts:
  - 1) Davis-Bacon Act, 2) Termination, 3) Access to Records and Record Retention, 4) Legal Remedies
- \_\_\_ Non-collusion Affidavit
- \_\_\_ Certification Regarding Lobbying
- \_\_\_ Affirmative Action Standards
- \_\_\_ Certification of Compliance with Part 60-2: Affirmative Action Programs
- \_\_\_ Other Required Certifications:
  - 1) Equal Employment Opportunity, 2) Affirmative Action, 3) Americans with Disabilities Act, 4) Copeland Anti-Kickback, 5) Byrd Anti-Lobbying Amendment, 6) Full Disclosure by the Contractor/Bidder, 7) Non-Discrimination Clause, 8) Age Discrimination Act of 1975 as Amended, and 9) Section 504 of the Rehabilitation Act of 1973 as Amended.
- \_\_\_ Certification Regarding Drug Free Workplace (Grantees Other than Individuals)
- \_\_\_ Assurance of Compliance (Section 3, HUD Act of 1968)
- \_\_\_ Section 3 Requirements
- \_\_\_ Section 3 Clause
- \_\_\_ Bidder's Initial Section 3 Goals
- \_\_\_ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions (Certification Document and Instructions)
- \_\_\_ Equal Employment Opportunity (EEO) Clause for Contractors **Not Subject** to Executive Order (EO) 11246
- \_\_\_ Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era
- \_\_\_ Equal Opportunity for Workers with Disabilities
- \_\_\_ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (EO 11246)
- \_\_\_ Equal Employment Opportunity (EEO) Clause for Contractors **Subject** to EO 11246
- \_\_\_ Certification of Non-segregated Facilities
- \_\_\_ Notice to Prospective Subcontractors of Requirements for Certification of Non-segregated Facilities
- \_\_\_ Notice of Requirement - Clean Water, Clean Air, EO 11738 and EPA Regulations Provision
- \_\_\_ Certification of Compliance with Federal Regulations, Clean Air Act, Federal Water Pollution Control Act, and Lead-Based Paint Poisoning Prevention Act
- \_\_\_ Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

**Please sign, initial and/or fill out as indicated.**

## **NOTICE TO BIDDERS/PROSPECTIVE CONTRACTOR (S)**

This project in part will be federally assisted Community Development Block Grant funds and as such bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance.

Note that bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

**CERTIFICATION RECEIPT**

This is to acknowledge receipt of a copy of the U.S. Department of Housing and Urban Development Federal Labor Standards Provisions (HUD Form 4010) concerning the **Rehabilitation of Building Located at 1240 NW 61 Street.**

Further, I hereby certify that I have on this date, read, examined, understood and acknowledge the contents of U.S. Department of Labor requirements, particularly the requirements contained in **Wage General Decision Number FL080028 02/08/2008** that is applicable to this project. (Attachment A)

I hereby agree to abide by the requirements of the Federal Labor Standards Provision issued by the United States Department of Housing and Urban Development and described in Form HUD-4010 (Attachment B) and those requirements contained in Wage General Decision Number **FL080028 02/08/2008** for this project (Attachment A).

Name: \_\_\_\_\_  
(Name of Firm)

Employer ID # \_\_\_\_\_  
(FEID #)

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Full Address (including Zip Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: ( \_\_\_\_ ) \_\_\_\_\_

Check one, as applicable:

\_\_\_\_ Contractor

\_\_\_\_ Subcontractor

\_\_\_\_ Other

General Decision Number: FL080028 02/08/2008 FL28

Superseded General Decision Number: FL20070028

State: Florida

Construction Type: Residential

County: Miami-Dade County in Florida.

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

Modification Number: 0 Publication Date: 02/08/2008

SUFL2000-003 05/01/2000

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 12.51	1.38
Cement Mason.....	\$ 14.77	1.18
Drywall Finisher.....	\$ 18.92	1.87
Electrician.....	\$ 14.46	1.23
HVAC Mechanic (Including Duct and Pipe Work).....	\$ 10.42	
Laborers:		
Plasterers Tenders.....	\$ 8.00	
Unskilled.....	\$ 7.49	1.37
Painter.....	\$ 7.53	
Plasterer.....	\$ 13.82	1.18
Plumber (Excluding HVAC Pipe Work).....	\$ 12.18	
Power equipment operators:		
Backhoe.....	\$ 14.37	
Rofer.....	\$ 11.38	
Sprinkler Fitter.....	\$ 14.50	

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

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

4-Wage Decision.txt

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## PROVISIONS TO BE INCORPORATED IN CONSTRUCTION CONTRACTS

### A. "DAVIS-BACON" ACT PROVISION

As stated in 24 CFR Part 85.36:

When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and sub grantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor for this solicitation and the award of the contract shall be conditioned upon the acceptance of the attached wage determination.

Further, the provision listed below must be included in each set of bid documents and incorporated in each contract, subcontract, and any lower-tier subcontract:

"The contractor hereby agrees that it will abide by the requirements of the Federal Labor Standards Provisions issued by the United States Department of Housing and Urban Development and described in **Form HUD-4010** and those requirements contained in Wage **General Decision Number FL080028 02/08/2008** for this project."

### B. TERMINATION PROVISION & LEGAL REMEDIES

As stated in 24 CFR Part 85.36

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

Provisions for termination are as follows:

#### 1. Termination at Will

This contract, in whole or in part, may be terminated by the Principal Contractor/Owner upon no less than ten (10) working days notice when the Principal Contractor/Owner determines that it would be in the best interest of the Principal Contractor/Owner and the Office of Community and Economic Development (OCED). Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Convenience

The Principal Contractor/Owner may terminate this contract, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. The Principal Contractor/Owner, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The Principal Contractor/Owner shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The Principal Contractor/Owner shall be the sole judge of "reasonable costs."

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this contract become unavailable, the Principal Contractor/Owner may terminate this contract upon no less than twenty-four (24) hours written notification to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Principal Contractor/Owner shall be the final authority to determine whether or not funds are available. The Principal Contractor/Owner may at its discretion terminate, renegotiate and/or adjust the contract award whichever is in the best interest of the Principal Contractor/Owner.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Principal Contractor/Owner through Board of County Commissioners' action, the Principal Contractor/Owner may, at its discretion, request in writing from the Director of OCED a release from its contractual obligations to the County. The Director of OCED will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Breach

The Principal Contractor/Owner may terminate this contract, in whole or in part, when the Principal Contractor/Owner determines, in its sole and absolute discretion, that the Contractor is not making sufficient progress thereby endangering ultimate contract performance, or is not materially complying with any term or provision of this contract.

Unless the Contractor's breach is waived by the Principal Contractor/Owner in writing, the Principal Contractor/Owner may, by written notice to the Contractor, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Principal Contractor's/Owner's right to legal or equitable remedies.

6. Penalties for Fraud Misrepresentation or Material Misstatement

Any individual or corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, shall have its contract with the City terminated, whenever practicable, as determined by the City. The City may terminate or cancel any other contracts which such individual or other subcontracted entity has with the City. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual or entity who attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be disbarred from City contracting for up to five (5) years.

7. Payment Settlement

If termination occurs, the Contractor will be paid for allowable costs incurred in carrying out activities required by this contract up to the date and time of termination.

**C. ACCESS TO RECORDS AND RECORD RETENTION PROVISION**

All official project records and documents must be maintained during the operation of this project and for a period of five (5) years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

The City of Miami, Miami-Dade Office of Community and Economic Development, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the implementing agency which are pertinent to this contract, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above.

**NONCOLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion 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 contractor 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, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the \_\_\_\_\_ (Local Public Agency) 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.

**(SIGNED)** \_\_\_\_\_

\_\_\_\_\_  
**Title**

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans and Cooperative Agreements in excess of \$100,000

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any of the funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement in excess of \$100,000) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **AFFIRMATIVE ACTION STANDARDS**

Contracts covered by the Notice and Specifications shall take affirmative action to insure equal employment opportunity. Evaluation of contractor's compliance with the affirmative action standards shall be based on contractor's efforts to achieve maximum results from their actions. The contractor shall be required to provide documentary evidence of efforts to implement each of the 16 affirmative action steps outlined in the Specifications. Listed below are the 16 essential affirmative action steps, the efforts required to implement them and the records that should be maintained to document the contractor's efforts.

1. Contractors must 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, must assign 2 or more women to each construction project. The contractor shall specifically insure that all forepersons, 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 minorities or women working at such sites or in such facilities.

### **To Demonstrate Compliance:**

Contractor must have copies of memoranda to supervisory staff, or minutes or notes of staff meeting or EEO officer's meetings with supervisors to inform them of the contractor's obligation to maintain a working environment free of harassment, intimidation, and coercion and to where possible, assign two or more women to each construction project. Monitoring of work environment by EEO officer.

2. Contractors must establish and maintain a current list of minority and women's recruitment sources, provide written notification to minority and women's recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

### **To Demonstrate Compliance:**

Contractors must have a current listing of recruitment sources for minority and women craft workers. It must have copies of recent letters to community resource groups or agencies specifying the contractor's employment opportunities and the procedures one should follow when seeking employment. It must note the responses receive and the results on the bottom or reverse of the letters or establish a follow-up file for each organization notified.

3. Contractors must maintain a current file of the name, address, and telephone number of each minority and/or women off-the-street applicant and minority and/or women referred from a union, recruitment source, or community organization, and of the action that was taken with respect to each 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, was not employed by the contractor, this shall be documented in the file with the reason, along with whatever additional actions the contractor may have taken.

**To Demonstrate Compliance:**

Contractors must have a file of the names, addresses, telephone numbers, and crafts of each minority and/or woman applicant showing the date of contact and whether or not the person was hired and (if not) the reason; whether or not the person was sent to a union for referral and what happened; and follow-up contracts when the contractor was hiring.

4. Contractors must provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement failed to refer to the Contractor a minority or woman sent by the contractor, or when the contractor has other information that the union referral process impeded the contractor's efforts to meet its obligations.

**To Demonstrate Compliance:**

Contractors must have copies of letters sent to verify claim that the union is impeding the contractor's efforts to comply.

5. Contractors must develop on-the-job training opportunities or participate in training programs for the area that expressly includes 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 notices of those programs to the sources compiled under Item 2, above.

**To Demonstrate Compliance:**

Contractors must have records of contributions in cash, equipment supplied or contractor personnel provided as instructors for approved Bureau of Apprenticeship and Training or Department of Labor funded training programs and records of the hiring and training of minorities and women from such programs. Supply copies of letters informing minority and women's recruitment sources or schools providing these training programs.

6. Contractors must disseminate their EEO policies by providing notices of the policy to unions and training programs and requesting their help in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company EEO policy on bulleting boards accessible to all employees at each location where construction work is performed.

**To Demonstrate Compliance:**

Contractors must have written EEO policies that include the name and contact information on the contractor's EEO officer and must (a) include the policy in any company policy manuals; (b) post a copy of the policy on all company bulletin boards (in the office and on all job sites); (c) put in records, such as reports or diaries, that each minority and woman employee is aware of the policy and that it has been discussed with them; (d) record that the policy has been discussed regularly at staff meetings; (e) make copies of newsletters and annual reports that include the policy; and (f) make copies of letters to unions and

training programs requesting their cooperation in helping the contractor meet its EEO obligations.

7. Contractors must 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 on-site supervisory personnel such as superintendents and general forepersons prior to the initiation of work at any job site. Contractors must make and maintain a written record and maintain it to identify the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**To Demonstrate Compliance:**

Contractors must have written records (memoranda, diaries, minutes of meetings) identifying the time and place of meeting, persons attending, subject matter discussed, and disposition of subject matter.

8. Contractors must disseminate their EEO policies externally by including it in any advertising in the news media, specifically including minority and women's policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

**To Demonstrate Compliance:**

Contractors must have copies of (a) letters sent, at least every 6 months or at the start of each new major contract, to all recruiting sources (including labor unions and training programs) requiring compliance with the policy; (b) advertisement that has the EEO "tagline" on the bottom; and (c) letters to subcontractors and suppliers, at least at the time of the subcontract is signed, requiring compliance with the policy.

9. Contractors must direct recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and women students, and to minority and women's recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the contractor will send written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.

**To Demonstrate Compliance:**

Contractors must have written records of contacts (written communications, telephone calls, or personal meetings) with minority and women's community organizations and recruitment's sources, and schools and training organizations, specifying the date(s), individuals contacted, results of the contact, and any follow-up. It must have copies of letters sent to these organizations at least one (1) month prior to the acceptance of applications for training (apprenticeship or other) describing the openings, screening procedures, and tests to be used in the selection process.

10. Contractors must encourage minority and women employees to recruit other minority persons and women and provide, where reasonable, school, summer and vacation employment to minority and female youth both on-site and in other areas of the workforces.

**To Demonstrate Compliance:**

Contractors must have copies of diaries, telephone logs, or memoranda indicating contacts (written and oral) with minority and women employees requesting their assistance in recruiting other minorities and women, and record results. If contractors normally provide after-school, summer, and vacation employment, it must have copies of letters to organizations under Item 9 describing those opportunities and must have responses received and results noted on letters or in a follow-up file.

11. Contractors must validate all tests and other selection requirements where there is an obligation to do so under CFR 60-3.

**To Demonstrate Compliance:**

Contractors must have evidence in the form of correspondence, or certificates that all tests, interviews and selection procedures used by the contractor, a craft union, or Joint Apprenticeship Committee meet the requirements in the OFCCP testing and selection guidelines.

12. Contractors must conduct, at least annually, an inventory evaluation (at least) of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities by appropriate training.

**To Demonstrate Compliance:**

Contractors must have written records (memo, letters, personnel files, etc.) showing that the company conducts annual reviews of minority and female personnel for promotional opportunities and notifies these employees of training opportunities (formal or on-the-job) and encourages their participation.

13. Contractors must 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 insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**To Demonstrate Compliance:**

Contractors must have evidence (letter, memos, personnel files, reports) that: (a) the activity under Item 12, above, has been carried out; (b) any collective bargaining agreements have an EEO clause and the provisions do not operate to exclude minorities and women; (c) the EEO officer reviews all monthly workforce reports, hiring, terminations, and training provided on the job; (d) the EEO officer's job description identifies his or her responsibility for monitoring all employment activities for discriminatory effects; and (e) the contractor has initiated corrective action whenever the contractor has identified a possible discriminatory effect.

14. Contractors must insure that all facilities and company activities are nonsegregated, except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**To Demonstrate Compliance:**

Contractors must have incorporated the “Certification of Nonsegregated Facilities” from the contractors federally involved contract documents into all subcontracts and purchase order; have records that announcements of parties, picnics, etc. have been posted and have been available to all employees; have written copies of contracts (written or verbal) with supervisory staff regarding the provision of adequate toilet and changing facilities to assure privacy between the sexes.

15. Contractors must 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 women’s contractor associations and other business associations.

**To Demonstrate Compliance:**

Contractors must have copies of letters or other direct solicitation of bids for subcontractors or joint ventures from minority or women contractors with a record of specific responses and any follow-up the contractor has done to obtain a price quotation or to assist a minority or female contractor in preparing or reducing a price quotation; have a list of all minority or female subcontracts awarded or joint ventures participated in with dollar amounts; have copies of solicitations sent to minority and women’s contractor associations or other business associations.

16. Contractors must conduct a review, at least annually, of all supervisors’ adherence to and performance under the contractor’s EEO policies and affirmative action obligations.

**To Demonstrate Compliance:**

Contractors must have copies of memos, letters, reports, minutes of meeting, or interviews with supervisors regarding their employment practices as they relate to the contractor’s EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted on the contractor’s EEO and affirmative action posture.

**CERTIFICATION OF COMPLIANCE WITH PART 60-2  
AFFIRMATIVE ACTION PROGRAMS**

The bidder represents that he has ( ) has not ( ), participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246; that he has ( ) has not ( ) developed a written affirmative action compliance program for each of his establishments; that he has ( ) has not ( ), filed with the Joint Reporting Committee, the Office of Federal Contract Compliance Programs (OFCCP) or the Equal Employment Opportunity Commission (EEOC) all reports due under the applicable filing requirements; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to contract and/or subcontract award.

NOTE

The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001

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**Name**

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**Title**

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**Signature**

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**Date**

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**Address (Including Zip Code)**

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## **OTHER REQUIRED CERTIFICATIONS**

### **A. EQUAL EMPLOYMENT OPPORTUNITY**

Bidder, by submission of this quotation represents:

The undersigned has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that it has \_\_\_\_, has not \_\_\_\_ filed all required compliance reports; and that representations indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

### **B. AFFIRMATIVE ACTION**

The bidder represents that (a) it has \_\_\_\_ developed and has on file, has not \_\_\_\_ developed and does not have on file, at each establishment an affirmative action program as required by the rules and regulation of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not \_\_\_\_ previously had contracts subject to written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

### **C. AMERICANS WITH DISABILITIES ACT**

The contractor represents and certifies the following as part of its offer:

By submission of an offer, the bidder certifies that it complies with the American with Disabilities Act, 42 U.S.C., and 12101 et. seq., and will maintain compliance throughout the life of the Contract. By commencing performance of the Contract work, the selected contractor certifies to the American with Disabilities Act compliance.

### **D. COPELAND ANTI-KICKBACK**

By submission of a bid, the bidder certifies that it has read and complies with the General Provision entitled “Anti-Kickback Procedures” as stated in 24 CFR part 85.36 as follows:

All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

By submission of this bid, the bidder attests that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in this provision.

**E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

**This certification applies to those contractors who apply for award of bid of \$100,000 or more:**

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**F. FULL DISCLOSURE BY THE CONTRACTOR/BIDDER REGARDING WHETHER IT ANTICIPATES BEING OR IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT, STATE OF FLORIDA, OR MIAMI-DADE COUNTY AT TIME OF AWARD.**

This certification applies to a contract or subcontract in excess of \$25,000

- (a) By submission of an offer, the bidder certifies that it has provided full disclosure in writing to \_\_\_\_\_ (name of implementing agency) whether as of the anticipated time of award of any contract resulting from this solicitation; it anticipates that it or its principals will be debarred, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.
- (b) By commencing performance of the Contract work, the selected contractor certifies that it has made full disclosure in writing to \_\_\_\_\_ (name of implementing agency) as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

**G. NONDISCRIMINATION CLAUSE**

**Section 109, Housing and Community Development Act of 1974**

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 Section 109, Housing and Community Development Act of 1974.

**H. AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

**Non Discrimination on the Basis of Age**

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

**I. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

**Non-discrimination on the Basis of Handicap**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE**  
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees, as defined at 28 CFR part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

**Place of Performance (Street address, city, county, state, zip code)**

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**Check  if there are workplaces on file that are not identified here.**

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**Name of Bidder**

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**Authorized Signature**

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**Date**

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**Official Address (including Zip Code)**

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**ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)**

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER  
INCOME PERSONS**

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
  
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
  
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

\_\_\_\_\_

DATE:

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## **SECTION 3 REQUIREMENTS**

### **I. ASSURANCE STATEMENT**

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

### **II. AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

- (a) Set forth the approximated number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.
- (b) Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
- (c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:
  - (1) Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and
  - (2) Identification within the bid documents, if any, of the applicable Section 3 project area.
  - (3) Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

### **III. BIDDING AND NEGOTIATION REQUIREMENTS**

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signed of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Applicant, recipient and contractors should insert plan for utilization of project area business in the bid documents. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job just show in their bid what they will do to implement Section 3. They must in this bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidder's responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

#### **IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES AND EMPLOYEES**

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

### **SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon 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 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.

**BIDDER'S INITIAL SECTION 3 GOALS**

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.
2. The Bidder estimate that there will be \_\_\_\_\_new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semiskilled, unskilled, labor, and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least \_\_\_\_\_percent (%) from the Section 3 Covered Area (Dade County, Florida).
4. The Bidder estimates that \_\_\_\_\_percent (%) of those materials purchased for use on this project will be from business located in the Section 3 Covered Area (Dade County, Florida)

I, \_\_\_\_\_(please print), as an authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended, and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, it becomes subject to monitoring for compliance with this plan by Miami-Dade County Office of Community and Economic Development.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Employer (IRS) ID#**

\_\_\_\_\_  
**Date**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at anytime the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant

may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transactions in addition, to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER TRANSACTIONS**

By submission of the proposal, the prospective lower tier participant certifies, that:

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

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to insure that applicants for employment 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 limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Initials*

**EQUAL OPPORTUNITY  
FOR SPECIAL DISABLED VETERANS  
AND VETERANS OF THE VIETNAM ERA**

- 1) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran or veteran of the Vietnam era in all employment practices, including the following:
  - i. recruitment, advertising, and job application procedures;
  - ii. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. rates of pay or any other form of compensation and changes in compensation;
  - iv. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. leaves of absence, sick leave, or any other leave;
  - vi. fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - vii. selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meeting, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. activities sponsored by the contractor including social or recreational programs; and
  - ix. any other term, condition, or privilege of employment.
  
- 2) The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
  
- 3) Listing of employment openings with the employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
  
- 4) Whenever the Contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service agency in each State where it has establishments of the name and location of each hiring location in the state: Provided, that this requirement shall not apply to state and local governmental contractors. As long as the Contractor is contractually bound to these provisions and has so advised that state agency, there is no need to advise the state agency of subsequent contracts. The Contractor may advise the state agency when it is no longer bound by this contract clause.

**Equal Opportunity for  
Special Disabled Veterans  
and Veterans of the  
Vietnam Era**

- 5) The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam and the Virgin Islands.
- 6) As used in this clause:
  - i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part time employment.
  - ii. Executive and top management means any employee: (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and (b) who customarily and regularly directs the work of two or more other employees therein; and (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and (d) who customarily and regularly exercises discretionary powers; and (e) who does not devote more than 20 percent, or, in the case of an employee or a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, Director, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

**Equal Opportunity for  
Special Disabled Veterans  
and Veterans of the  
Vietnam Era**

- 10) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.
  
- 11) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 the Deputy Assistance Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<p style="text-align: center;"><b>EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES</b></p>
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- 1) The contractor will not discriminate against any employee or applicant for employment because he or she is a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the contractor including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are informed of the contents of the notice (e.g., the contractor may have

the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, 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 the Deputy Assistance Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<p><b>NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)</b></p>
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**60-4.2 (d) THE NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in all trades on all construction work in the covered area, are as follows:

**A. GOALS FOR MINORITY UTILIZATION, All Trades:**

Area Covered: Dade County, Florida

Goals and Timetables \*

Timetable	Trade	Goal
Until Further Notice	All	39.5%

**B. GOALS FOR FEMALE UTILIZATION, All Trades:**

Area Covered: Goals for Women apply nationwide.

Goals and Timetables \*

Timetable	Trade	Goal
Until Further Notice	All	6.9%

**THESE GOALS ARE APPLICABLE TO ALL THE CONSTRUCTION WORK CONTRACTORS (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA.**



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 advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause 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 HUD 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 the said 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 contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 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 statement preceding subparagraph (1) and the provisions of subparagraph (1) through (7) in every subcontract or purchases order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 20 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct 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 by HUD, the Contractor may request the United States to enter into such litigation to protect the United States.

**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.
  - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
    - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race).
    - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - American Indian or Alaskan Native (all persons having origins in any of the original peoples 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 an 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 or Subcontractor'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 7a through 7p 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. The Contractor is expected to make substantially uniform progress toward 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 11240, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have 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 in training programs approved by 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



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 workforce.
- 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.



regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., these under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
FOR CONTRACTORS SUBJECT TO EXECUTIVE ORDER 11246**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal employment opportunity clauses:

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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employee and applicants for employment, notices to be provided setting forth the provision 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 considerations 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 to other contract or understanding, a notice to be provided advising the said labor union or worker's representatives 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.

*Page 2*  
*Equal Employment Opportunity Clause*  
*For Contractors Subject to Executive Order 11246*

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant 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 non-discrimination clauses of this contract or with any of such rules, regulations, or orders, the 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 11246 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 portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

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## **CERTIFICATION OF NONSEGREGATED FACILITIES**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that 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.
  
2. By the submission of an offer, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishment, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of the contract.
  
3. By submission of the bid, the bidder, further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
  - a. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - b. Retain such certifications in its files; and
  - c. Forward this certification and the attached **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES** to proposed subcontractors.
  - d. By commencing performance of the Contract work, the selected contractor certifies to the Nonsegregated Facilities provisions above.

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

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

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**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF  
REQUIREMENT FOR CERTIFICATION OF NON SEGREGATED  
FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, annually).

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

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

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**NOTICE OF REQUIREMENT  
CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER (E.O.) 11738  
AND EPA REGULATIONS PROVISION**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

1. Any facility to be utilized in the performance of this proposed contract has ( ), has not ( ) been listed on the Environmental Protection Agency List of Violating Facilities;
2. The contractor or any of its subcontractors agree to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) 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 thereunder;
3. The contractor or any of its subcontractors agree that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency (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; and
4. The Contractor or any of its subcontractors agree that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt sub-contract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Official Address (including Zip Code)**

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE  
WITH FEDERAL REGULATIONS**

The bidder certifies that he/she will comply with all applicable standards, orders or regulations issued pursuant to the clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended and with the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695). All applicable rules and orders of the Federal Government issued there under prior to the execution of the contract, shall be binding upon the prime bidder, its subcontractors, and assignees. Violations by contractors will be reported to the U.S. Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Official Address (including Zip Code)**

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

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

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Official Address (including Zip Code)**

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\_\_\_\_\_