



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

NOTICE OF REQUEST FOR QUALIFICATIONS AND BID PROPOSALS FOR HOUSING REHABILITATION CONSULTANT SERVICES

DATE: JUNE 30, 2011

The Westgate/Belvedere Homes Community Redevelopment Agency (WCRA), a dependent special district created by Palm Beach County pursuant to Florida Statutes Section 163, Part III, is seeking proposals from qualified architectural, home inspection, or building/general contracting firms for housing inspection and property rehabilitation consulting services in connection with the acquisition and rehabilitation of ten (10) single-family residential properties through Palm Beach County's Neighborhood Stabilization Program 2 funds. All properties to be acquired will be located within Palm Beach County's Urban Redevelopment Area.

ALL SEALED BIDS MUST BE RECEIVED ON OR BEFORE 3:00 P.M. (EST), JULY 18, 2011 PALM BEACH COUNTY LOCAL TIME, AT WHICH TIME ALL BIDS SHALL BE PUBLICLY OPENED AND READ.

SUBMIT BID TO: WCRA Assistant Director, 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to: Thuy Shutt, Assistant Director
(561) 640-8181,
email: tshutt@pbcgov.org

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE (1) UNBOUND ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM, ONE (1) ELECTRONIC COPY IN .PDF FORMAT ON A COMPACT DISC, AND SIX (6) COPIES. BIDS MUST BE PREPARED USING THE BID PROPOSAL FORM ENCLOSED HEREIN. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID. ALL COSTS ASSOCIATED WITH THE PREPARATION, DELIVERY OR HANDLING OF THE PROPOSAL SHALL BE THE RESPONSIBILITY OF THE PROPOSER. ANY PROPOSALS RECEIVED AFTER THE STATED TIME AND DATE OR NOT IN THE REQUIRED FORM WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE PROPOSER.

CAUTION

Any amendments to this invitation for qualifications and bid proposals will be posted on our website at <http://www.westgatecra.org>. It is the interested party's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of qualifications and proposals. The Westgate/Belvedere Homes Community Redevelopment Agency (WCRA) shall not be responsible for the completeness of any invitation for qualifications and bid proposals that was not downloaded from the above website or obtained directly from the Agency.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

I. GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

A. GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the entire scope of services, terms, and conditions which forms the binding contract between Westgate/Belvedere Homes Community Redevelopment Agency (WCRA) (the Agency) and the successful bidder. Changes to this invitation for qualifications and bid proposals may be made only by written amendment issued by the WCRA. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Agency contact person in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by WCRA agent are not binding and should not be interpreted as altering any provision of this document. The respondent certifies that this proposal is made without reliance on any oral representations made by the Agency.

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

2. LEGAL REQUIREMENTS

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

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

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

- b. **DISCRIMINATION PROHIBITED:** WCRA is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the Agency shall be that of an Independent Contractor and not as employees or agents of the Agency.
- d. **PUBLIC ENTITY CRIMES:** As provided in F.S. 287.133 the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management services within the 36 months immediately preceding the date hereof. This notice is required by F. S. 287.133(3) (a).
- e. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the Agency may result in permanent debarment.

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

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

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

- g. **SUCCESSORS AND ASSIGNS:** The Agency and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the Agency nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- h. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the Agency, its agents, servants, or employees/board members from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- i. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- j. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- k. **LEGAL EXPENSES:** The Agency shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF BID RESPONSES:** All responses must be submitted on the provided "Invitation for Bid Response Form". Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Agency no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid title for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful

bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to the Agency. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Agency.
- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- e. **PRICING:**
 - (1) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 - (2) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) calendar days from the date of bid opening to allow for evaluation and award.
 - (3) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- f. **ACCEPTANCE/REJECTION OF BIDS:** The Agency reserves the right to accept or to reject any or all bids. The Agency also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3)

inspect all facilities of bidders in order to make a determination as to its ability to perform.

The Agency reserves the right to reject any offer or bid if the prices for any line items or sub line items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the Agency, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Agency, citing the basis for the determination.

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

4. BID OPENING, AWARD and PROTESTS

- a. OBSERVING THE PUBLISHED BID OPENING TIME:** **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives to the Agency prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.
- b. AWARD and POSTING OF AWARD RECOMMENDATION:** It is the intention of the Agency to award a single contract to the lowest, responsive, responsible bidder. The recommended award shall be publicly posted for review, on the Agency's website at <http://www.westgatecra.org> and at the agency's offices prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. Contract award must be approved by Palm Beach County.
- c. PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in

writing, addressed to the WCRA Executive Director, via hand delivery, mail to 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409 or fax to (561) 640-8180. Protest must identify the solicitation, specify the basis for the protest, and be received by the Agency within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Agency. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

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

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

- b. **FEDERAL AND STATE TAX**: The Agency is exempt from Federal and State taxes. The Agency shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Agency, nor are successful bidders authorized to use the Agency's Tax Exemption Number in securing such materials.
- c. **PAYMENT**: Payment shall be made by the Agency after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES**: The Agency, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Agency.
- e. **DEFAULT**: The Agency may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this

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

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

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

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

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

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**:

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

7. **REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS** (The forms contained herein must be completed and returned with the bid).

II. MINIMUM QUALIFICATIONS

- A. In order to be considered responsive proposals must demonstrate that all team members meet the minimum qualifications below. A list of all subcontractors that are part of the proposal team must be identified and meet minimum qualifications as well.
- B. Professional Liability, Worker's Compensation, and General Liability insurances in the minimum amount of \$1,000,000 per incident and/or occurrence and Automobile Liability Insurance in the minimum amount of \$500,000 per incident and/or occurrence.
- C. A minimum of three (3) verifiable references from the last five (5) years for at least three (3) similar projects. Projects must be comparable in scope and timeframe for completion.
- D. Licensing from the State of Florida with five (5) years' experience in at least one (1) of the following areas or in a combination of areas with a total equal to or greater than five (5) years for each assigned team member:
 1. General Contractor
 2. Residential Contractor
 3. Home Inspector
 4. Building Inspector
- E. Verifiable experience from the last 5 years with and/or knowledge of each of the following:
 1. Residential Home Rehabilitation and Remodeling
 2. Residential Building Codes
 3. Green Building Practices and Techniques
 4. Florida Friendly Landscaping Elements
 5. HUD's Housing Quality Standard (HQS)
 6. Cost Estimating
 7. Specification Writing
 8. Project Site Management

Qualifications and experience must be documented through a combination of individual team members and firm resumes, certifications, and past project references. NOTE: When listing any of the above or others, please be aware that each requirement may have to be defended. Additionally, anything listed above must be tangible. These requirements must provide for some physical evidence/document(s) which are commonly known to both the requestor (Using Department) and the bidder.

III. SCHEDULE

The Westgate/Belvedere Homes Community Redevelopment Agency (WCRA) will use the following time lines, which will result in the selection of a firm. Dates are subject to change if necessary.

Issue Invitation for Bid (IFB) in the Palm Beach Post and post on Agency website on: July 3, 2011

Pre-Bid Conference at 3:00 p.m. (EST) on July 11, 2011 at 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409.

Submittal deadline at 3:00 p.m. (EST) on July 18, 2011, at 1280 N. Congress

Avenue, Suite 215, West Palm Beach, Florida 33409.

Public Bid Opening, Evaluation & Result Posting on July 19, 2011.

Respondents must submit their IFB response in a sealed package. Submittals received after the deadline will not be considered. Modifications to submittals after the deadline will not be permitted.

IV. MANDATORY PRE-BID CONFERENCE

All interest parties are required to attend a mandatory pre-bid conference which is scheduled to be held at 3:00 p.m. (EST) on July 11, 2011 at 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409. At this time, the Agency's representative will be available to answer questions relative to this Request for Qualifications and Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with Agency's representative as possible amendments to the IFB. Changes to this IFB may be made only by written amendment issued by the Agency. Oral explanations or instructions given by any Agency representative are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that their bid is made without reliance on any oral representations made by the Agency by executing the attached Invitation to Bid Response Form.

V. ADDENDA

If necessary, addenda will be e-mailed or delivered to parties that officially registered at the mandatory pre-bid conference. Copies of the addenda will also be posted on the Agency's website at <http://www.westgatecra.org>. No addenda will be issued later than three (3) calendar days prior to the date for receipt of submittal deadline, except an addendum withdrawing the IFB or one which includes postponement of the submittal deadline. Please address all comments/questions in writing to:

Ms. Thuy T. Shutt, Assistant Director
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
tshutt@pbcgov.org

VI. BID AWARD CRITERIA

A. All responses to this solicitation will be evaluated based upon price, assuming all threshold requirements are successfully met by the respondent. The lowest weighted total price will be awarded the contract provided the corresponding bidder is also responsive and responsible.

1. Assignment of weight factors to price quotes:

- a) Building Condition Inspection & Feasibility Report (25%) Work Write-Up, Line Item Cost Estimate & Pre Construction Photos (25%)
- b) Pre- Construction Coordination, Pre-Bid Conference, Bid Evaluation, & Pre-Construction Meeting
 - (1) Secure the unit (1%)
 - (2) Arrange utility service to property (1%)
 - (3) Coordinate site access: (keys system/lockbox) (2%)
 - (4) Conduct Pre-Bid Contractor Meeting & Property Walk-Thru (6%)
 - (5) Review, evaluate & tabulate contractor bids for each project (5%)

- (6) Conduct an on-site pre construction meeting (5%)
- c) Prepare construction contract, notice to proceed, notice of commencement and obtain signatures (5%)
- d) Construction Project Management
 - (1) Conduct construction monitoring site visits; prepare construction progress reports; (10%)
 - (2) Review and process contractor payment applications & certify payments: (5%)
 - (3) Prepare change orders, including any specifications/drawings and certify cost: (10%)

VII. STATEMENT OF QUALIFICATIONS

Note: Entries must be printed and completed in pen and ink or typewritten

A. QUESTIONNAIRE AND RESPONSE

The bidder shall prepare a response to requested information listed below in the sequence presented. Responses shall be as short and concise as possible. All appendix or attachments shall be clearly marked and cross-referenced. Bidders shall submit one (1) unbound original, one electronic copy in .pdf format on a compact disc, and six (6) copies of the firm's statement of qualification.

1. Provide a narrative statement of qualifications describing the company's:
 - a) Overall background, history and experience working in the residential construction/remodeling trade;
 - b) Capability and track record to carry-out all aspects of the required activities including but not limited to: property inspection, specification writing/drawings, cost estimating & project management;
 - c) Experience working in residential construction/trades in Palm Beach County; and
 - d) Any specialized experience and technical competence of the firm and/or responsible person(s) with respect to working on Community Development Block Grant (CDBG) funded housing rehabilitation project(s) and/or other government funded housing rehabilitation programs.
2. Attach an organizational chart that includes each assigned project team member, percentage of time dedicated by each member to the project, and a description of their project role.
3. Attach a resume for each team member that includes their area of expertise, professional experience, education and any special training as it relates to their role in the delivery of the scope of services for this project.
4. Attach a copy of each team member's Florida licensures and any special certifications.
5. Provide three (3) verifiable written references from similar projects

completed within the last five (5) years. Include entity name, contact person, address, phone number, email and brief description of project/business relationship.

6. Attach a certificate of insurance for professional Liability, Worker's Compensation and General Liability insurances
7. List the names of the person(s) who will be authorized to make representations for the proposer, their title(s) and telephone number(s).

VIII. SCOPE OF SERVICE

A. Building Condition Inspection & Feasibility Report

Conduct a thorough property inspection and prepare and deliver a detailed property condition report with feasibility recommendations addressing the following:

1. Assessment of overall property condition including, but not limited to, structural soundness, condition of roof and functionality of existing floor plan.
2. Evaluation of condition and remaining life spans for all systems and equipment.
3. Evaluation of condition of exterior landscaping, walkways, driveway and irrigation systems.
4. Identification of any termite damage or active pest infestations.
5. Description of any existing code violations.
6. Itemization of required repair/replacement items & determine cost feasibility within a maximum allowed rehab budget of \$50,000 or maximum allowed rehab budget as allowed by Palm Beach County NSP2 RRGP, as amended, inclusive of 10% contingency to comply with Palm Beach County NSP2 Rehabilitation Standards – Attachment “A” (attached). Rehab work for the property to comply with HUD's Housing Quality Standard (HQS) and local codes. At a minimum the following items must be included:

- a) Corrective work to retro-permit illegal/substandard work including but not limited to: illegal non-permitted additions, non-permitted enclosures, a/c replacements, electrical & plumbing.

Note: demolition and removal of non-permitted additions/enclosures should be considered if it is not feasible to retro-permit such non-permitted additions/enclosures.

- b) Replacement of any failing or obsolete systems.
- c) Lead paint & asbestos abatement.
- d) Extermination of termites & wood destroying organisms.

- e) Rehab budget permitting, make recommendations to improve the home's energy efficiency hurricane hardness, water efficiency, and indoor living environment pursuant to the attached Energy Efficiency Checklist (Attachment B) as well as modifications that increase overall interior functionality and exterior appeal including Florida friendly landscape designs.
 - f) Complete research of permit history and identification of any building elements/systems that were installed by previous owners without proper permits. Include verification and description of any open permits and/or any outstanding code enforcement issues with Building Dept. and Code Enforcement Dept. of jurisdiction and provide a final report as needed
- 7. Exterior photos with front, side and rear elevation views; exterior photos of site conditions including driveway, landscape, & walkways; & interior photos of each room.
 - 8. Inspection and feasibility report to be delivered via email and in pdf file with color photos of exterior elevations and interior documentation of existing conditions – dark, sunlight blinding, out of focus will not be accepted. An original hard copy and two (2) copies of the report to be delivered upon request.
 - 9. Time-frame for Delivery: The property inspection must be conducted within two (2) business days as scheduled with a verbal assessment of project feasibility. A detailed written property condition report inclusive of photos and permit history shall be delivered within five (5) business days.
- B. Work Write-Up, Line Item Cost Estimate & Pre-Construction Photos:
- 1. Prepare a work write-up with a line item cost estimate for the rehabilitation project with detailed construction and landscape improvement specifications and any needed drawings in consultation with WCRA to correct the deficiencies at the property. The work write-up shall also contain items to address lead-based paint remediation, asbestos remediation, hurricane protection, energy efficiency and conservation, and work items that are intended for the removal of architectural barriers, as well as any construction related improvements to the property in order to comply with the requirements of the environmental review. The work write-up must be approved by Palm Beach County's Department of Housing and Community Development (HCD) prior to being issued for bid. The work write-up specification and estimate shall be prepared in the format of the attached sample (Attachment C). At a minimum the work write shall address the following:
 - a) Code Related Items: The correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including at a minimum the HUD Section 8 Housing Quality Standards). These items shall also include compliance with any historic preservation requirements applicable to the property.
 - b) Hurricane Protection Items: The work write-up shall include work

items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.

- c) Homeowner Association Requirements: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances, the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- d) Rehabilitation/Demolition of Non-permitted Enclosures and Additions: The work write-up shall provide for the improvement of existing non-permitted additions and non-permitted enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Non-permitted additions and non-permitted enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished.
- e) Lead-Based Paint Remediation: The WCRA has independently contracted with a lead-based paint inspector/risk assessor to evaluate the presence of lead-based paint in dwelling units constructed before 1/1/78. The WCRA shall provide a copy of the inspection/risk assessment report for each such dwelling unit to enable the completion of the Work Write-up specified herein. If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence of lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
 - (1) A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - (2) A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - (3) A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
 - (4) A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

- (5) The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.
 - (6) The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Agency's option. The inclusion of such optional items may be intended to achieve a lead free house.
 - (7) The items in the work write-up for abatement shall specify the scope of the hazard reduction activity, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.
- f) Energy Efficiency Standards: To the greatest extent possible, all rehabilitation undertaken with NSP-2 funds should meet standards established by the United States Environmental Protection Agency, in the publication titled A Green Home Begins with ENERGY STAR Blue or in the Version 6.0 Standard of the Florida Green Building Coalition (www.floridagreenbuilding.org).
- g) Asbestos Remediation: The WCRA has independently contracted with an asbestos consultant to evaluate the presence of asbestos in every dwelling unit for which a Work Write-up is to be prepared. The WCRA shall provide a copy of the asbestos survey report for each dwelling unit to enable the completion of the Work Write-up specified herein. Should the asbestos survey report reveal the presence of any asbestos containing materials that require abatement in the opinion of HCD, and should HCD determine that it is feasible to include asbestos abatement work in the scope of work to be specified in the Work Write-up, then WCRA shall provide the specifications necessary for such asbestos abatement work to be included in the Work Write-up.
- h) Photographs shall be submitted on three (3) compact discs and shall include at a minimum:
- (1) All exterior elevations
 - (2) Exterior site conditions including: driveway, walkways, landscaping & fencing
 - (3) Every item specified for repair or replacement
 - (4) Kitchen cabinets and under counter waste water plumbing
 - (5) Bath vanity(s) and under counter waste water plumbing
 - (6) Bath tub/shower-ceramic tile
 - (7) Doors
 - (8) Windows
 - (9) Electrical Service and Mast
 - (10) Ceiling and wall damage

- (11) Floor coverings
 - (12) Roof coverings
 - (13) Deteriorated soffit, soffit vent, and fascia
- i) Prepare two (2) versions of the HCD approved work-write up. Version 1 to include a detailed line item cost estimate and Version 2 to be used as part of the General Contractor bid package and shall not include pricing detail. Write-ups and all construction management forms are to be written in Corel WordPerfect for ease of editing by HCD. Other software is not acceptable.
 - j) Time-frame for Delivery: Work write-up with pre-condition photos to be completed and delivered within seven (7) business days of Agency's order to proceed. Any revisions required by the Agency or HCD must be completed within three (3) business days.
- C. Pre-Construction Coordination, Pre-Bid Conference, Bid Evaluation, & Pre-Construction Meeting
- 1. Within 72 hours of the Agency's possession of the property, walkthrough unit to ensure all points of ingress are secure and remediate if necessary. Also, hose bib locks are to be placed on all exterior faucets (the cost of the locks to be reimbursed by the agency).
 - 2. Insure electric utilities at the property are turned on prior to general contractor inspections for bidding with Florida Power and Lights (FPL). The FPL account should be set up via telephone as temporary service and the deposit will be billed directly to the agency if needed. Insure that water service is also turned on prior to general contractor inspections and pre-bid meeting. To do so, confirm provider and obtain any required authorization forms and deposit check from the Agency to file with the appropriate water utility service provider. Deliver the required documents and deposit check in person to the appropriate utility provider. If applicable, insure that natural gas service is turned on prior to general contractor inspections and pre-bid meeting. To do so, confirm provider and obtain any required authorization forms and deposit check from the Agency to file with the appropriate gas service provider. Deliver the required documents and deposit check in person to the appropriate utility provider. Timeframe for performance of this task shall be within 10 days of Agency's possession of the property.
 - 3. Obtain house keys from the Agency and make necessary key copies. Obtain lock boxes from Agency and install for ease of access by authorized personnel. Keep inventory of lock boxes and records of lock box codes.
 - 4. Conduct a maximum of a two (2) hour pre-bid conference/ walk through of the property with potential general contractors and clarify any questions they may have about the bidding requirements, scope of work and specifications. The duration of this meeting should be less if the rehab specifications are not lengthy and/or there are a small number of potential respondents in attendance. Draft specifications needed for bid addenda in response to questions raised by general contractors at the pre-bid conference/walk through.

5. Review, evaluate and tabulate all general contractor bids for price comparison, cost reasonableness, accuracy and responsiveness to bid requirements and email tabulations and recommendations to Agency within two (2) business days of bid closing at which time the Agency will have delivered a copy of the general contractor's bid proposal electronically to the consultant. Evaluation to include review of general contractor qualifications including license, required insurance certificate and project track record.
6. Hold a 2 hour maximum pre-construction on-site meeting with general contractor bid awardees within 5 business days of bid award to review:
 - a) Plans & specs
 - b) Existing site conditions
 - c) Disposal methods, safety requirements, general condition requirements
 - d) Use of owner's property, power, water & other facilities
 - e) Sequencing of work
 - f) Construction schedule (start/finish dates)
 - g) Site inspections & progress meetings
 - h) Quality control, adherence to plans/specs & contractor responsibility
 - i) Record keeping requirements including Section 3 requirements
 - j) Contract documents, pay applications, change order procedure
 - k) Maintaining as-built conditions

The duration of this meeting should be shorter if the rehab specifications are not lengthy.

7. Prepare two (2) original construction contracts and obtain all party signatures within 5 business day of Agency's electronic order to proceed with contract. Within 1 business day of obtaining all signatures email a copy to all parties and deliver an original signed copy via US Mail to each party. Contract form to be provided by WCRA. Issue a Notice to Proceed within one (1) business day of contract execution. Prepare a Notice of Commencement for WCRA's signature and provide to contractor for recording at the same time as the notice to proceed is provided.

D. Construction Project Management

1. Conduct up to eight (8) construction monitoring visits at each job site and three (3) inspections to review and process contractor progress payment requests and a final payment request at each home site. Construction monitoring visits and payment certification inspections shall be evenly distributed over the active construction period. Inspect for timely progress of work completed, quality of work, compliance with the contract work specifications and building codes.
2. Provide Agency with a verbal report via telephone conference within 24 hours of inspection on an as needed basis and deliver a written

construction monitoring report electronically in a PDF file format within three (3) business days of the inspection based upon the prior period's site visits with an update regarding the following at each property under active construction:

- a) Progress made since last report and whether contractor is meeting timelines for completion
 - b) Evaluation of work quality and adherence to plans/specs
 - c) Permit and building department inspections statuses
 - d) Potential problems that may result in change orders and the means being used to avoid them
3. Review and process two (2) progress and a final contractor payment applications and obtain notarized lien releases. Obtain all required documents for final payment & project close-out including:
- a) General contractor notarized release of liens
 - b) Subcontractors' releases of lien with Notices to Owner
 - c) Warranty form completed and notarized (reflecting date of final inspection)
 - d) All building permits (each with Building Department final approval) and Certificate of Completion
 - e) Stamped copy of work write-up with Building Department original stamp on each page
 - f) Stamped copy of required product approvals with Building Department original stamp on each
 - g) Contractor's affidavit for roof nailing (if applicable)
 - h) Contractor's Section 3 report
 - i) Manufacturer's warranties and brochures
4. Prepare for submittal to and approval by Palm Beach County's Housing & Community Development Department the work specifications and cost certification for all change orders that arise during construction.

IX. INVITATION TO BID RESPONSE FORM

PROPOSALS SUBMITTED WITHOUT AN AUTHORIZED SIGNATURE WILL NOT BE CONSIDERED.

Note: Entries must be completed and printed in pen and ink or typewritten. All fields of fee schedule must be completed.

A. Building Condition Inspection & Feasibility Reports:

\$ _____

B. Work Write-Up, Line Item Cost Estimate & Pre Construction Photos:

\$ _____

C. Pre- Construction Coordination, Pre-Bid Conference, Bid Evaluation, & Pre-Construction Meeting

1. Secure the unit:

\$ _____

2. Arrange utility service to property:

\$ _____

3. Coordinate site access: (keys system/lockbox):

\$ _____

4. Conduct Pre-Bid Contractor Meeting & Property Walk Thru:

\$ _____

5. Review, evaluate & tabulate contractor bids for each project:

\$ _____

6. Conduct an on-site pre construction meeting:

\$ _____

- D. Prepare construction contract, notice to proceed, notice of commencement, and obtain signatures:

\$ _____

- E. Construction Project Management

- 1. Conduct construction monitoring site visits & prepare construction progress reports:

\$ _____

- 2. Review and process contractor payment applications & certify payments:

\$ _____

- 3. Prepare change orders, including any specifications/drawings and certify cost:

\$ _____

Proposal Submitted By:

COMPANY NAME: _____

STREET ADDRESS: _____

CITY / STATE / ZIP: _____

TELEPHONE: _____ FAX _____

E-MAILADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____