

Mayor
Buddy Dyer



Director of Purchasing and Materials Management
Rhonda Scott, C.P.M., CPPPO, FCCN

Procurement Manager
Roger Cooper, C.P.M.

**CITY OF ORLANDO
INVITATION FOR BID (IFB)**

DATE OF ISSUE: June 21, 2010

IFB DUE DATE: Thursday, July 22, 2010

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: Purchasing and Materials Management Division
400 South Orange Avenue, Fourth Floor
Orlando, FL 32801
Bid opening held at same location.

IFB TITLE: NEIGHBORHOOD STABILIZATION PROJECT
REHABILITATION OF HOUSE AT 2748 CAYMAN WAY,
ORLANDO

IFB NO: IFB10-0350
*(IFB NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Dianne Farrell, Senior Purchasing Agent
Phone: (407) 246-2363
Email: Dianne.Farrell@cityoforlando.net

BUSINESS NAME & ADDRESS

Business Name

Address

City, State, Zip

()

Contact Person / Telephone Number

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing and Materials Management Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing and Materials Management Division not later than ten (10) days prior to the bid closing date.



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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BID FOR THE
NEIGHBORHOOD STABILIZATION PROJECT REHABILITATION OF
HOUSE AT 2748 CAYMAN WAY, ORLANDO**

PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST

Bidders should use the following bid check list to verify all submittals:

- _____ Solicitation Cover Sheet.
- _____ Bidder's Certification Page Signed and Notarized.
- _____ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.**
- _____ **Bidder Project Experience Forms and Qualifications Questionnaire.**
- _____ MBE/WBE information provided as required on the form attached hereto.
- _____ Recycled Content Questionnaire, if applicable.
- _____ Invitation for Bid Price Form (Unit Price and Total Price Columns completed).

Special Items (Applicable to this Bid Only):

- _____ 1. Bid Bond (if applicable)
- _____ 2. _____
- _____ 3. _____

Sealed Bid Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the bid submittal. The label will facilitate the Purchasing Agent to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED BID ENCLOSED

(To be opened by Procurement official noted below)



Company's Name: _____

Company's Address: _____

Company's Telephone Number: _____

(_____) _____

City of Orlando

Purchasing and Materials Management Division

Attention: Purchasing Agent: Dianne Farrell

400 S. Orange Ave., 4th Floor

Orlando, FL 32802-4990

Solicitation No.: IFB10-0350

**Solicitation Title: NEIGHBORHOOD STABILIZATION PROJECT TO REHABILITATE
HOUSE AT 2748 CAYMAN WAY, ORLANDO**

**Solicitation Due Date & Time: Thursday, July 22, 2010 at 2:00 P.M., Local Time, City
of Orlando, FL**

INVITATION FOR BID AWARD INFORMATION

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other information in a variety of ways:

1. There are two Internet sites available to obtain solicitation award and other information:

A. Onvia by DemandStar's website:

http://www.demandstar.com/orlando/Bid_Info/BidInfo_Opening.htm

If you are interested in obtaining award information, copy and paste the above link into your web browser. Choose the solicitation in which you are interested and click on “**Details**” on the far right hand side of the screen. Under the section titled “**Bid Status Text**”, you may view Bid information.

B. City of Orlando Purchasing and Materials Management Division's Website:

<http://www.cityoforlando.net/admin/purchasing/index.htm>

You may also access the same Onvia by Demandstar information by visiting this Purchasing and Materials Management Division's website. Copy and paste the above link in your web browser. On the beige menu bar located on the left hand side of the page, under the “**Other Links**” section, click on the link “**View Current Bids**”, and then click on “**Current Bids**”. Choose the solicitation in which you are interested and click on “**Details**” on the far right hand side of the screen. Under the section titled “**Bid Status Text**”, you may view Bid information.

2. You may visit the Purchasing and Materials Management Division and obtain award information, solicitation packages, Addendums, etc. Our office is located at:

**City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801**

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request the solicitation information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

MANDATORY PRE-BID CONFERENCE

All prospective bidders are invited to attend a **MANDATORY** Pre-Bid Conference at:

City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue – 2nd Floor, Agenda Conference Room
P.O. Box 4990
Orlando, FL 32802-4990

On

Tuesday, July 6, 2010 at 10:00 a.m., Local Time, City of Orlando, FL

TOUR OF HOUSE TO FOLLOW

**MANDATORY PRE-BID CONFERENCE ATTENDANCE AT THIS CONFERENCE IS
MANDATORY AS A CONDITION PRECEDENT TO SUBMITTING A BID.**

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that he has thoroughly examined and is familiar with the **INVITATION FOR BID.** The failure or neglect of a bidder to examine the **INVITATION FOR BID,** shall in no way relieve him of any obligations with respect to either his bid or the **INVITATION FOR BID.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATION FOR BID.**

MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION

A **MANDATORY** Pre-Bid Conference will be held **City of Orlando, Purchasing and Materials Management Division, 400 S. Orange Avenue, 2nd Floor, Agenda Conference Room, Orlando, FL 32802** on **Tuesday, July 6, 2010 at 10:00 a.m., Local Time, City of Orlando, FL.**

TOUR OF HOUSE TO FOLLOW

Please return this form by: Friday, July 2, 2010.

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
P.O. BOX 4990
ORLANDO, FLORIDA 32802-4990
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached. (Please use "Written Questions" form included in Attachment "A").

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

STANDARD FORMS

THE FORMS AS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID. RETURN ONE (1) ORIGINAL AND ONE (1) COPY.

1. COVER PAGE.
2. BIDDER'S CERTIFICATION.
3. ADDENDUM ACKNOWLEDGMENT FORM.
3. GENERAL CONTRACT PROJECT EXPERIENCE FORMS.
4. QUALIFICATIONS QUESTIONNAIRE.
5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.
6. RECYCLED CONTENT QUESTIONNAIRE (IF APPLICABLE).
7. BID PRICE FORMS.

NOTE: Failure to complete and return required forms may result in your bid not being considered for award.

It is the bidder's responsibility to contact the purchasing and materials management division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the internet, please ensure that you also download all such addenda.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation for Bid, Instructions to Bidders, General, Standard and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2010.

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS / OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-

Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

Company Tax ID # _____
(The City only requires Company Tax ID numbers. The
City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ADDENDUM ACKNOWLEDGMENT FORM

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Company

Signature

Title

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

RECYCLED CONTENT QUESTIONNAIRE

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content?

Yes _____ No. _____

Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No. _____

Is your product recyclable after it has reached its intended end use?

Yes _____ No. _____

BID PRICE FORM

You are invited to Bid on the following:

Neighborhood Stabilization Project Rehabilitation
of House at 2748 Cayman Way, Orlando

Item No.	Quantity	Unit	Description	Total
1.	1	Job	The Bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices. Rehabilitation of house at 2748 Cayman Way, Orlando, in accordance with the attached List of Work, Specifications and Neighborhood Stabilization Program Rules, to include all work listed on the following pages. THE CONTRACTOR SHALL START JOB WITHIN <u>10</u> DAYS AFTER RECEIPT OF NOTICE TO PROCEED AND THEREAFTER COMPLETE JOB WITHIN ____ DAYS.	\$ _____

TOTAL BID \$ _____

Vendor Initials _____

1. Terms of Payment: _____% _____ days, Net _____ Days.

2. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
_____ **Yes** _____ **No**

Recheck your quotations prior to submission. Bids may not be changed after being opened.

DETAILED LISTING OF WORK TO BE DONE

This listing includes the City's estimate of quantities, such as hours, square feet, etc. These quantities are estimates only. It will be the bidder's responsibility to verify all measurements and quantities.

Administrative Information

Type of Estimate: ??????????????????????
?????????????

Client: 2748 Cayman Way

Property: 2748 Cayman Way
Orlando

Operator: LON14591

Estimator: Solomon

Date Entered: 01/22/10

Price List: FLOR2B5C

New Construction

Estimate: 2010-01-22-1546

2010-01-22-1546

Main Level

Area Items: Main Level

Prime & Paint the surface area - two coats Interior(upstairs & downstairs) throughout	2,057.00 SF
Exterior - paint two coats & prime whole house	2,057.00 SF
Remove and Replace Ceiling fan & light (bed rooms, loft, family room)	6.00 EA
Cable wiring: relocate cable wiring at front entrance.	2.00 HR
Remove and Replace Door chime button (button only)	1.00 EA
Remove and Replace Exterior light fixture(motion sensing)	5.00 EA
Remove and Replace Aluminum window, single hung 9-12 sf (2 pane)	13.00 EA
Remove and Replace Outlet or switch - ext. mtd. (weatherproof)	1.00 EA
Trim trees over roof	6.00 HR
Remove carpet at stairs and install new wood laminate flooring.	6.00 HR

Room: LIVING

Remove and Replace 8-0 6-8 bronze sliding patio door	2.00 EA
Remove and Replace Laminate wood flooring(match existing)	120.00 SF
Repair drywall	2.00 HR
Remove and Replace Fluorescent - two tube - 4' - fixture w/lens	1.00 EA
Remove,refinish, & rehange doors	8.00 HR

Room: DINING

Remove and Replace Light fixture	1.00 EA
Repair drywall	2.00 HR
Remove and Replace Laminate wood flooring(match existing)	56.00 SF

Room: KITCHEN

Remove and Replace Sink faucet - Kitchen with sprayer	1.00 EA
Repair & clean cabinets	6.00 HR
Remove and Replace Baseboard - 6" hardwood	30.00 LF
Repair drywall	2.00 HR
Remove and Replace Sink - double	1.00 EA
Remove and Replace Range hood	1.00 EA
Remove and Replace Refrigerator /freezer 18 cf	1.00 EA

CONTINUED - KITCHEN

Remove and Replace Range	1.00 EA
Cabinetry repair - adjust all doors and drawers to operate properly	1.00 EA

Room: BDRM MSTR

Remove and Replace Interior double door - Colonist - pre-hung unit	1.00 EA
Remove and Replace Remove and replace smoke detector (hard wired)	1.00 EA
Remove and Replace Baseboard - 4 1/4"	42.00 LF
Remove and Replace Bifold door set - Colonist - Single	1.00 EA
Remove and Replace Light fixture	1.00 EA
Remove and Replace Carpet	110.00 SF

Room: MSTRBATH

Remove and Replace Vanity	1.00 LF
Remove and Replace Sink faucet - Bathroom	2.00 EA
Remove and Replace Tile floor covering	30.00 SF
Remove and Replace Countertop - Flat laid laminate	8.00 LF
Remove wallpaper	6.00 HR
Remove and Replace Shower door	1.00 EA
Remove and Replace Tile shower - up to 60 SF	1.00 EA
Remove and Replace Interior door - Colonist - slab only(just door & hardware only)	1.00 EA
Remove and Replace Ground fault interrupter (GFI) outlet	1.00 EA
Remove and Replace Light bar - 8 lights	1.00 EA
Repair wall and ceiling	4.00 HR

Room: 1/2 bath

Remove and Replace Toilet	1.00 EA
Remove and Replace Carpet	25.00 SF
Remove and Replace Tile floor covering	25.00 SF

CONTINUED - 1/2 bath

Remove and Replace Sink faucet - Bathroom	1.00 EA
Remove and Replace Vanity	1.00 LF
Remove and Replace Mirror - 1/4" plate glass	1.00 SF
Remove and Replace Medicine cabinet	1.00 EA
Remove and Replace Ground fault interrupter (GFI) outlet	1.00 EA
Remove and Replace Remove and replace the light switch.	1.00 EA
Remove and Replace Light bar - 3 lights	1.00 EA
Replace towel bar , soap dish, and toilet paper holder	2.00 HR
Remove and Replace Interior door - Colonist - slab only (just the door & hardware only)	1.00 EA
Remove and Replace Tile floor covering	25.00 SF
Remove and Replace Countertop - Flat laid laminate	8.00 LF

Room: FOYER

Repair drywall throughout	2.00 HR
Remove and Replace Laminate wood flooring(match existing)	45.00 SF

Room: STAIRS

Repair drywall at 2nd Floor landing	2.00 HR
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Finish Carpenter, repair stair treads	4.00 HR
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Room: RECREATION

Drywall repair throughout	4.00 HR
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Room: HALL

Remove and Replace Bifold door set - Colonist - Double	1.00 EA
Remove and Replace Light fixture	1.00 EA
Remove and Replace Carpet	25.00 SF
Remove and Replace Smoke detector(hard wired)	1.00 EA

Room: 1 BATH

Remove and Replace Ground fault interrupter (GFI) outlet	1.00 EA
Remove and Replace Vanity	1.00 LF
Remove and Replace Sink faucet - Bathroom	1.00 EA
Remove and Replace Sink - single	1.00 EA
Remove and Replace Toilet	1.00 EA
Remove and Replace Mirror - 1/4" plate glass	1.00 SF
Remove and Replace Medicine cabinet	1.00 EA
Remove and Replace Tile floor covering	30.00 SF
Remove and Replace Bathtub	1.00 EA
Remove and Replace Tile shower - up to 60 SF	1.00 EA
Remove and Replace Tub/shower faucet	1.00 EA
INSTALL TOWELBAR,SOAP DISH,AND TOILETPAPER HOLDER	1.00 HR
Remove and Replace Countertop - Flat laid laminate	8.00 LF

Remove and Replace Light bar - 5 lights	1.00 EA
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Room: BDRM 1

Remove and Replace Baseboard - 4 1/4"	34.00 LF
Remove and Replace Carpet	72.00 SF
Repair water damaged corner walls	8.00 HR
Remove and Replace Outlet or switch	2.00 EA
Remove and Replace Heat/AC register	1.00 EA
Remove and Replace Smoke detector(hard wired)	1.00 EA

Room: BDRM 2

Remove and Replace Interior door - Colonist - pre-hung unit	1.00 EA
Remove and Replace Bifold door set - Colonist - Double	1.00 EA
Remove and Replace Carpet	72.00 SF
Repair drywall	1.00 HR
Repair attic access	1.00 HR
Remove and Replace Heat/AC register	1.00 EA
Remove and Replace Smoke detector(hard wired)	1.00 EA

Room: LAUNDRY

Remove and Replace Light fixture	1.00 EA
Remove and Replace Interior door - solid core Colonist - pre-hung unit	1.00 EA
Remove and Replace Door lockset - interior	1.00 EA

Room: GARAGE

Repair water damaged drywall in ceiling	6.00 HR
Remove and Replace Overhead door & hardware - 18'x 7'	1.00 EA

CONTINUED - GARAGE

Remove and Replace Overhead (garage) door opener	1.00 EA
Prep. floor to receive sealant and paint.	8.00 HR

Grand Total

Solomon

Grand Total Areas:

3,712.00 SF Walls	960.00 SF Ceiling	4,672.00 SF Walls & Ceiling
960.00 SF Floor	106.67 SY Flooring	464.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	464.00 LF Ceil. Perimeter
960.00 Floor Area	1,121.33 Total Area	3,712.00 Interior Wall Area
4,032.00 Exterior Wall Area	504.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1

SPECIFICATIONS FOR THE REHABILITATION OF A HOUSE AT 2748 CAYMAN WAY, ORLANDO

I. CITY OF ORLANDO NEIGHBORHOOD STABILIZATION REQUIREMENTS:

The Neighborhood Stabilization Program (NSP) requires that activities administered under that program adhere to the rehabilitation standards adopted by the City as set forth herein. All homes acquired with NSP funds shall be rehabilitated to meet the City's minimum housing standards. In performing such work, and any other work on homes acquired with NSP funds, Contractors shall perform such work in accordance with these rehabilitation standards. These standards and specifications apply to work to be performed to bring a home into compliance with the City's minimum housing standards and apply to work done during the rehabilitation phase of the NSP activity. The City of Orlando's Housing and Community Development staff ("HCD") will be available to provide technical assistance and inspections during the rehabilitation phase.

A. Bids and Proposals:

The submittal of a bid or proposal by a contractor shall constitute an acknowledgement by the bidder that they have thoroughly examined the job site and is familiar with the rehabilitation work write-up and the specifications.

B. Permits:

All NSP projects must have the required permits for rehabilitation work. A copy of the permit must be submitted to the NSP recipient before the commencement of work. All trade work must be performed by a licensed trade professional.

C. Commencement of Work:

1. For all rehabilitation work, the Contractor unless prohibited by inclement weather, must begin work within 7 days after a written Notice to Proceed has been made available and signed by the Contractor.
2. If the Contractor does not complete the work within the time frame specified in the Agreement, the Contractor may be released from the job and a new Contractor hired to complete the Work.

D. Completion of Work:

At the completion of the Project, the Contractor will provide documentation of warranties to HCD, who will pass along the warranties to the NSP homeowners, when appropriate. The Contractor will also supply HCD with a list of all subcontractors used to install major components (e.g., plumbing, electrical, air conditioning, etc.) in to the NSP home.

E. Scope of Work:

The Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the NSP single family home.

F. Work Write Up:

Items in the work write up shall not take precedence over requirements in the City's housing rehabilitation standards, architectural drawings, local and state building codes or NSP requirements.

G. Changes in the Write Up/Change Orders:

1. All NSP rehabilitation jobs should be completed with no change orders.
2. Changes will only be permitted by the Contractor when the Contractor encounters unforeseen conditions, which impact the work and could not be evaluated before work began.
3. Before approving any change order, the Contractor must first obtain approval from HCD before granting approval to the Contractor for the change order. Substitutions of materials, changes in the scope of work or workmanship required by the City's rehabilitation standards which may be proposed by the Contractor, shall be submitted in writing with any costs, to HCD for approval prior to work beginning. Any requested change which would conflict with these rehabilitation standards shall require the prior written approval of HCD.

H. Workmanship:

All NSP rehabilitation work shall be performed in accordance with the standards provided in the Agreement and done in a professional and "workmanlike manner".

I. Materials:

1. All materials shall be new, in good condition, and of standard grade unless otherwise approved in writing by the HCD before their delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
2. When "repair of existing work" is called for by the contract, the item is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.
3. Product types, sizes, colors, etc. shall be in accordance with the specifications. Unless authorized by HCD, any product or material that does not match the specification sheet will be removed and replaced with the Contractor absorbing all costs incurred.

J. Incidental Items:

Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up that can be reasonably and legitimately inferred to belong to the work described, to provide a complete system, shall be furnished and installed as though specified in every detail.

K. Inspection of Work:

The Contractor shall notify HCD prior to a request for inspection of the work. The inspection of the work shall take place during normal working hours by authorized City of Orlando Building Inspectors and HCD.

L. Insurance:

The Contractor shall maintain insurance coverage, as required by HCD and must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within 7 days prior to the expiration date of an insurance policy or at any time during the contract term, HCD shall have the right to terminate the contract without any further obligation to the Contractor removed and replaced with the Contractor absorbing all costs incurred.

M. Subcontractors:

When subcontractors are employed for NSP rehabilitation, they shall be bound by the terms and conditions of the work contract insofar as it applies to their work. This shall not relieve the Contractor from the full responsibility for proper completion of all NSP work.

N. Warranty:

All NSP rehabilitation work must be warranted by the Contractor for a period of 1 year. Roof work must be warranted by a roofing contractor for a period of 5 years. During the warranty period, if the Contractor is notified of a problem by the homeowner or a representative of HCD, the Contractor must make arrangements to inspect the problem at the jobsite within 5 working days. If the problem is determined to be the responsibility of the Contractor, he must make corrections within 10 working days. If the Contractor feels the problem does not fall under the requirements of his warranty or is a result of homeowner abuse he should notify the HCD, who will make all final determinations in regard to corrective action.

O. Building Codes:

All NSP rehabilitation work shall be done in accordance with the regulations of the governing local and state codes, as may be interpreted by the City of Orlando Permitting Services Division (Permitting Services).

P. Clean Up:

All construction site debris shall be placed in a container on a daily basis. No debris is to be left in the yard. All work areas will be thoroughly cleaned at the completion of the project. All debris shall be disposed of legally.

Q. Pay Requests:

1. For NSP rehabilitation projects, a partial pay request may be submitted to HCD during the rehabilitation process at fifty percent (50%) of completion of the Scope of the Work or in the alternative, at such periodic times as HCD may determine in its sole discretion. In order to be eligible for payment, the request shall include a complete invoice for reimbursement of costs with satisfactory lien waivers, evidence of inspections by HCD and Building inspectors, and certification of compliance with the Agreement.
2. The Contractor shall submit a final permit and final lien release with all final NSP pay requests when the rehabilitation work is 100% complete. No funds will be disbursed until all required inspections and final approvals from Permitting Services and HCD have been obtained.
3. Faxed pay requests will not be accepted for payment.

R. Construction Facilities and Temporary Controls:

1. **A permit box is** to be posted at the home being rehabilitated with NSP funds on a 4 x 4 post facing the street with a “**No Trespassing**” sign under the box on all projects requiring a permit.
2. Temporary Sanitation: the Contractor should provide a Comfort House or equal with weekly service, when appropriate.

S. Termite Control:

To address the presence of termites, the Contractor must use an EPA approved termiticide and install per Florida Building Code.

T. Landscaping:

1. The Contractor shall be responsible for any plant requirements mandated by City Code.
2. No areas are to be left with bare soil. Sod or mulch must be installed.
3. Any new landscape materials that are installed must be: drought-tolerant, low water “xeriscape” plants where practical.

U. Concrete:

1. The Contractor shall provide cast-in-place concrete including, but not limited to footings, foundations, steps and slabs on grade. Follow ACI codes and standards.
2. No concrete is to be placed over grass, roots, or foreign matter.
3. Concrete reinforcing specifications shall be as follows: Bars: deformed steel, ASTM A615, grade 60 and Mesh: welded steel wire fabric, ASTM A185. Note: Fibermesh is acceptable in lieu of welded steel fabric.
4. The Contractor shall use cement with the following specifications: type I minimum 2500 PSI at 28 days, ASTM C150.
5. The concrete aggregate shall be normal weight, ASTM C33.
6. All concrete slabs shall be separated from existing construction by ½ inch asphalt-impregnated expansion joint material.
7. The isolation and control joints shall meet industry standard.
8. Exterior steps and slabs shall be broom finish.

V. Masonry:

1. The Contractor shall provide unit masonry for block wall construction.
2. Concrete block shall be normal weight, ASTM C145, C90 Type 1, grade N; nominal 8 x 8 x 16” size with hollow cores. Special shapes as required by plans or buildings configuration.
3. Mortar shall meet the following specifications: ASTM C270, cement-line mortar, type N above grade, type M below grade, other types as required by application.
4. Ties and reinforcing shall be hot-dipped galvanized ASTM A153.

W. Fences:

1. Fences shall meet the following specifications: chain link variety, unless otherwise specified, hot dipped galvanized #11 minimum wire, post, and fasteners, minimum 4 feet high.
2. Entrance gates shall be minimum 42 inches wide and 4 feet high.
3. Driveway gates shall be a minimum of 10 feet wide and 4 feet high.
4. Fence posts shall be anchored in concrete. (60 lbs per post)
5. All fence installations shall be surveyed prior to installation.
6. All fence installations shall include the removal of any shrubs, trees, flowers, etc., that may be in the way of, or interfere with the fence installation. Care shall be taken to keep plant removal to the minimum necessary for installation.

X. Wood /Plastics:

1. The Contractor shall provide rough carpentry including but not limited to, framing, blocking, nailers, plates, sub flooring, sheathing and furring.
2. All vertical framing members and furring strips shall be 16 inches on center.
3. Material specifications shall be as follows: Lumber – comply with PS 20 and respective grading rules. Plywood – comply with PSI ANSI A 199.1 or APA performance standard.
4. The Contractor shall provide galvanized steel connectors by Simpson Strong – Tie Co. or a product of equal quality.
5. The Contractor shall use certified preservative treated lumber at areas where wood is in direct contact with masonry or concrete, including sole plates, furring and blocking.
6. The Contractor shall use pressure treated lumber for all exterior columns, beams, railings, etc.
7. The Contractor shall use ½ inch 4 ply CDX plywood for decking, roof and gables.
8. All decking shall be nailed, not stapled.

Y. Finish Carpentry:

1. The Contractor shall use cement siding/soffit material for all exterior running and standing trim.
2. Carpentry materials shall have the following specifications: Softwoods – comply with PS 20. Hardwoods – comply with NHLA rules. Carpentry shall be painted or stained per City of Orlando color pallet.
3. All finish work must be of good quality, using mitered corners where practical, and staggered joints.
4. All exterior fasteners and hardware shall be galvanized or non-corrosive.

Z. Thermal and Moisture Protection:

1. All roof/attic insulation must be a minimum of R-30 (cumulative).
2. The Contractor shall provide either batt or blown insulation in all roof and attic spaces. In sloped ceiling areas, the Contractor must provide batt insulation, supported by metal rods or continuous galvanized wire mesh.
3. Acceptable insulation manufacturers include DOW, Certain-Teed, Manville, Owens Corning or equal.
4. The Contractor must provide spray foam insulation at window and door casings, behind electric boxes and at wall penetrations.
5. Underlayment shall be installed in accordance with the Florida Building Code sub-sections 1507.3.8.1 and 1507.3.8.2.
6. Non-shrinking latex or silicone caulk shall be used to seal exterior wall construction, including visible cracks. The Contractor must seal framing members in exterior walls, especially penetrations made by mechanical, electrical, or plumbing trades.

AA. Doors:

1. All exterior doors shall be steel, six panel pre-hung, foam-filled with wood blocking at lock bore area and trim on both sides. Front doors shall include a peephole.
2. All exterior locksets shall be of a security type to include deadbolts.
3. All locks for a home shall be keyed alike.
4. The Contractor shall be responsible for providing door and window installation specifications to Permitting Services.

5. All interior doors shall be “*Masonite.*” or equivalent.
6. All security doors shall have wire screening.
7. All doors shall have a spring doorstop installed, where needed.

BB. Windows:

1. All windows shall be aluminum, single hung, double glazed, white in color except to match existing and meet Florida Building Code requirements.
2. All windows shall have a screen.
3. All bathroom windows shall have obscured glass.

CC. Laths and Plaster:

1. The Contractor shall use the following specifications for plaster: cement plaster (stucco, not “stucco-like veneer”): 3 coats for frame, 2 coats for block complying with ANSI A42.2 and A42.3.
2. The specifications for the metal lath are as follows: comply with MLSFA “Technical Bulletin 101” and ASTM C841.
3. The Contractor shall use zinc alloy or plastic plastering accessories including, but not limited to, small nose corner beads, square edged casing beads, two-piece control joints and fasteners.

DD. Drywall:

1. The Contractor shall use gypsum board as the typical finish on the home, including, but not limited to, walls, ceilings, and soffit and shall provide necessary accessories, anchors and metal corner beads.
2. Gypsum wallboard specifications shall be as follows: ½ inch thick; comply with ASTM36-screwed.
3. The Contractor shall install cement-based backer board around tub/shower and other moisture-prone areas and shall comply with ASTM C475 as recommended by the manufacturer.
4. All drywall shall be made from 100% recycled paper.
5. All repairs on rehabilitation projects shall match existing finish, unless otherwise specified.

EE. Tile:

1. All wall tile shall be 4 x 4”, gloss finish, white, except to match the existing tile. Flat cap or mud cap must be used at edges.
2. All standard grade tile shall be installed per specifications or instructions issued by the material manufacturer. Tile shall be applied with acrylic modified thin-set and grout. No mastic shall be used in wet areas.
3. All tile tub/shower surrounds shall include cement based backer board. Backer board to be installed over lip of tub, 2 inches past tub/shower on sides, and all joints sealed with fiberglass mesh tape and thin-set. No gypsum products behind or over backer board.
4. All tile tub/shower surrounds shall include soap dish and towel bar.

FF. Marble Window Stools:

The Contractor shall provide honed white marble stools, complying with MIA group “A” requirements for soundness, with rectangular profile and eased edges.

GG. Flooring:

1. All carpet shall be installed as per manufacturer's specifications. Transitional metals shall be installed where needed.
2. The carpet pad shall be minimum 7/16 thickness and 6 lb density.
3. Ceramic tile installed shall be 12" x 12" minimum, glazed ceramic tile with a PEI rating of 4 (minimum)

HH. Painting:

1. When painting is required, the Contractor shall include the painting of all walls, ceiling, trim, closets and doors.
2. The Contractor shall use the City of Orlando's color pallet.
3. The Contractor shall paint all kitchen and bathroom doors and trim in semi gloss; all other walls/ceilings shall be painted in satin.
4. All surfaces to be painted shall have the required prep work included. Prep work shall include filling holes, repairing stucco, caulking, spackling, etc.
5. The Contractor shall remove over spray of texture application from doors, windows and trim prior to painting.
6. The Contractor shall use qualified and trained painters, and provide surfaces free of runs, drips, holidays, and other visual defects at time of substantial completion.
7. At the completion of all projects the Contractor shall leave the homeowner, a small quantity of all paints used in sealed containers.

II. Appliances:

1. All ranges are to have four burners and a glass panel door.
2. All refrigerators are to be 18 cf., no frost with glass shelves.
3. All range hoods to be ductless or ducted (match existing), fan with light, white.
4. Appliance colors: standard white factory finish or to match existing appliances.

JJ. Cabinetry:

1. All cabinetry, kitchen or bathroom, will be made with solid oak frame and doors.
2. Vanity tops shall be one-piece cultured marble vanity top with sink.

KK.Plumbing:

1. For repiping projects, the Contractor shall ensure that the main waterline must enter through a low area of a wall into a closet or other approved location and be covered diagonally with a 1 x 6 board to protect the pipe, and caulked and painted.
2. For repiping projects, the Contractor shall ensure that the pipe will be replaced from the utility meter to the house with ¾ inch PVC pipe.
3. Quest/Pex or CPVC hot and cold piping shall be installed as per manufacturer's recommendation.
4. New pipe installed in all unconditioned space shall be thermo-insulated.
5. For repiping and new home/reconstruction projects a minimum of two hose bibs shall be installed with vacuum breakers.
6. The Contractor shall remove all old hose bibs and patch with mortar, unless an electrical ground is attached.
7. For repiping projects, the Contractor shall ensure that all holes made through walls, ceilings, etc. must be repaired to match existing walls, ceilings, etc. and primed.

8. All penetrations through walls and cabinets must have escutcheon plates installed.
9. The Contractor shall ensure that all drains are snaked out along with the main line from the house to street. All drains must be properly working at time of final inspection.
10. All trenches created for plumbing repairs are to be properly filled and compacted to ground level.

LL. Plumbing Fixtures:

1. All toilets and sinks shall be American Standard, or equivalent.
2. All tubs are to be "Americast", or equivalent.
3. All fixtures shall match existing fixture, when appropriate.
4. All toilets shall be 1.6 gal. flush.
5. All water heaters shall have 40-gallon minimum capacity, 88% efficiency rating and meet all installation codes, plumbing, electrical and building.
6. All faucets/valves will be handicapped designated.
7. All tubs/showers shall have anti-scald guards.
8. Kitchen sinks shall be stainless steel double bowl with a depth of 8 inches.

MM. Mechanical:

1. The Contractor shall provide heating, ventilating and air conditioning systems, including controls, wiring, condensate pumps, thermostats, ducts, dampers, vents, registers, returns, remote panels and exterior pad to complete the work. The systems shall be balanced for uniform air distribution.
2. All units are to be 13 SEER minimum, or equivalent, and installed per specification sheet and manufacturer's specifications. Size and layout must be approved by Permitting Services.
3. The Contractor shall install an air handler on a sealed wood platform with return vent in wall below the unit.
4. The Contractor shall install a Masonite or equivalent ½ door for access to the HVAC closet. No bifold doors will be accepted for HVAC closet.
5. The Contractor shall install attic-mounted rigid and flexible ductwork: R-6 minimum.
6. The Contractor shall ensure that the return vent is filter backed.
7. The Contractor shall install ceiling ducted vents with dampers to range and 90 cfm bathroom fan/vent.
8. The Contractor shall install a dryer vent on the interior walls manufactured by "Dryerbox" by In-O-vate Technologies or equivalent.

NN. Electrical:

The Contractor shall ensure that smoke detectors are installed in hallways and bedrooms.

OO. Lighting and Fans:

1. The Contractor shall ensure that all fixtures installed must use fluorescent bulbs.
2. The Contractor shall install ceiling fans when appropriate.
3. All ceiling fans shall have a light kit.

Energy Efficiency:

Energy Efficiency materials and products are encouraged. The Contractor shall make a good faith effort to install energy efficient materials and products when reasonably possible.

II. PROCEDURES:

- A. Multi-trade rehabilitation specifications/requirements will be discussed and explained to the contractors attending the Mandatory Pre-Bid Meeting. Questions and/or clarifications may be answered for all attendees to hear. If necessary, addendums will be issued and faxed to each contractor attending the walkthrough. Contractors may inspect the house at the mandatory pre-bid on the specific day as scheduled prior to bid opening date. Since attendance at the pre-bid walk-through is mandatory, only bids from those qualified firms will be accepted. All others will be rejected.
- B. The City will issue a Purchase Order and Contract for the job. All work shall be completed within periods specified in the Contract. However, no work shall commence until the Contractor receives the Notice to Proceed from the City.
- C. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible for ensuring that the finished work complies accurately with the Specifications.

III. REQUIRED SUBMITTALS: In order for a bidder to be considered qualified, the bidder shall submit the following:

- A. Qualifications Questionnaire -The attached Qualifications Questionnaire must be submitted with your bid. (See Attachment "A.")
 - 1. Bidder must have an active State of Florida Building Contractor License (Class A or B) or a Residential Building Contractor License (Class C.)
 - 2. Bidder must have an active Business Tax License.
 - 3. Bidder must not be on the State of Florida Debarment or Florida Public Entity Crimes List.
 - 4. Bidder must not be on the Federal Debarment Excluded Parties List (Excluded Parties List System.)
 - 5. Bidder must not have filed bankruptcy.
 - 6. Bidder must current have insurance as required in the Agreement.
- B. **PROJECT EXPERIENCE** (See Attachment "A.")
 - 1. The Bidder shall list and describe a minimum of three (3) multi-trade housing/building rehabilitation projects that were successfully completed within the last two (2) years that demonstrate the types of experience required for this project. All projects submitted shall be separate projects for multi-trade renovation or multi-trade. All three projects must be projects that were successfully completed with related construction work to produce a complete and functional home.
 - 2. A general description of each project including the required components must be provided.
Determination of whether a referenced project meets the requirements of the referenced project type shall be at the sole discretion of the City.

3. All projects shall include minor multi-trade construction to renovate repair, rehabilitate, alter, up-grade a single family home. All projects should include several but are not limited to the following elements:

- demolition
- plumbing,
- electrical,
- roofing,
- rough and finish carpentry.

Projects may include structural elements, but this is not a required element.

(*) Multi-trade rehabilitation and or repair work may include carpentry, plumbing, electrical, drywall, tile work, etc. It may include cosmetic work such as painting and wall papering but only when not used as a single trade and they are incidental to the project.

ATTACHMENT "A"



BIDER'S PROJECT EXPERIENCE FORMS 1 – 3

QUALIFICATIONS QUESTIONNAIRE

Bidder Project Experience

PROJECT NO. 1

Project Name and Location: _____

Name of Owner: _____

Reference Name: _____
(if not the same as the Owner)

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Original Contract Price: \$ _____

Final Construction Cost: \$ _____

Construction Completion Date (month/year): _____

Was this project completed on schedule? Yes ____ No ____ If No, please explain.

Project Type (provide general description of the project and list the multiple trades used in its completion):

Bidder Project Experience

PROJECT NO. 2

Project Name and Location: _____

Name of Owner: _____

Reference Name: _____
(if not the same as the Owner)

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Original Contract Price: \$ _____

Final Construction Cost: \$ _____

Construction Completion Date (month/year): _____

Was this project completed on schedule? Yes ____ No ____ If No, please explain.

Project Type (provide general description of the project and list the multiple trades used in its completion):

Bidder Project Experience

PROJECT NO. 3

Project Name and Location: _____

Name of Owner: _____

Reference Name:
(if not the same as the Owner) _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Original Contract Price: \$ _____

Final Construction Cost: \$ _____

Construction Completion Date (month/year): _____

Was this project completed on schedule? Yes _____ No _____ If No, please explain.

Project Type (provide general description of the project and list the multiple trades used in its completion):

QUALIFICATIONS QUESTIONNAIRE

THE FOLLOWING INFORMATION MUST BE PROVIDED WITH YOUR SUBMITTAL. THE INFORMATION WILL BE USED TO DETERMINE ELIGIBILITY AS A QUALIFIED CONTRACTOR TO PERFORM WORK FOR THE CITY OF ORLANDO UNDER THE NSP PROGRAM.

ANSWER THE FOLLOWING QUESTIONS BY CHECKING YES <u>OR</u> NO.	YES	NO
Does your firm have a minimum of two (2) years experience in residential rehabilitation and repair?		
Have you pulled permits and rehabilitated at least three homes within the last two years?		
Have you attached a list of similar projects (minimum of three) that you have completed? Include project location, contract value, as well as the owner's name, contact person, address, and phone number?		
Do you have an <u>active</u> State of Florida Building Contractor License (Class A or B) or a Residential Building Contractor License (Class C)? (If yes, attach a copy.)		
Do you have an active Business Tax License? (If yes, attach a copy.)		
Are you on the State of Florida Debarment or Florida Public Entity Crimes List ?		
Are you on the Federal Debarment Excluded Parties List (Excluded Parties List System)?		
Has your firm filed bankruptcy?		
Does your firm currently maintain insurance as required in the Agreement?		
I certify that all the above information is correct:		
Signature: _____		
Printed Name: _____		
Company Name: _____		
Tax ID Number: _____		
Address: _____		
City/State/Zip: _____		
Phone: _____ FAX: _____		
EMAIL: _____		

SPECIAL CONDITION CLAUSES

1. **Neighborhood Stabilization Program Background and Rules**

A. Neighborhood Stabilization Program Background

During the last year, communities across the country have been severely impacted by mortgage foreclosures and declining property values. In response, Congress passed the Housing and Economic Recovery Act (HERA) of 2008 to help revitalize and stabilize particularly impacted communities. The Neighborhood Stabilization Program (NSP) was created from Title III of Division B of HERA and is administered by the U. S. Department of Housing and Urban Development (HUD). The purpose of NSP is to provide targeted assistance to state and local governments to acquire and redevelop abandoned and foreclosed homes and residential properties that might otherwise become sources of blight within their communities. Information about the NSP is located in the October 6, 2008 issue of the Federal Register and can be accessed online via the following link:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/nsnotice.pdf>

The central purpose of the NSP is for local governments to expend the NSP funds on eligible activities in an expedient manner. HUD requires that local governments “use” their entire NSP allocation (except the 10% administrative set aside) within 18 months from March 3, 2009, which was the date that HUD executed the grant agreements with the City. Local governments are allowed to continue NSP activities through the expenditure of program income through July 30, 2013.

B. Program Rules

Since these NSP funds are considered CDBG funds, the statutory and regulatory provisions governing the CDBG program apply to the use of these funds. If HUD regulations change after the date of issuance of this solicitation in a manner which affects the terms and conditions hereof, the agreements to be entered into with the selected bidders may be modified in accordance therewith should HCD so require. However, some of the NSP requirements contained in the October 6, 2008 issue of the Federal Register vary some of the CDBG rules. HUD has stated that the CDBG rules apply unless HERA states otherwise. Therefore, all bidders must comply with all NSP requirements which include but are not limited to the following: i) HERA; ii) the NSP Notice contained in the October 6, 2008 issue of the Federal Register; iii) the HUD CDBG regulations, found at 24 CFR 570 and iv) the Substantial Amendment.¹ Responders to this solicitation should read through and possess a working knowledge of HERA, the NSP Notice, the City’s Substantial Amendment, and the CDBG regulations carefully before completing their bid. The regulations and requirements that control the NSP are too voluminous to state in this solicitation. For the bidders convenience, HCD has listed some of the definitions and concepts in this solicitation. Regardless of whether contained herein or not, the selected proposers must abide by all of the NSP and CDBG requirements. The HUD NSP website also includes a “frequently asked questions” section in which HUD posts answers to questions and provides interpretations of the NSP and CDBG Regulations. Proposers should read this section of the website, as the answers provide binding interpretations of the regulations.

In addition to the federal and state regulations, selected bidders will also be required to comply with these additional applicable federal statutes and laws, including, but not limited to:

- Section 3 of the U.S. Housing Act of 1968, as amended
- Equal Employment Opportunity and related requirements in 24 CFR Section 982.53
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Architectural Barriers Act of 1968
- Fair Housing Act of 1988
- National Environmental Protection Act (NEPA)
- Federal Audit Requirements – OMB Circular A-133
- Drug Free Workplace
- Copeland Anti Kickback Act
- Title VI of the Civil Rights Act
- Lead Based Paint Regulations

Agreement Alterations.

No alterations or variables in the terms of the Agreement attached hereto shall be valid or binding.

Alterations/Changes to Bid Price Form(s).

Do not change or otherwise alter the quantity or unit designations on these Bid Price Form(s). Your unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price).

Bid Amounts.

Prices bid are considered fixed price, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation for Bid.

Correction or Withdrawal of Bids.

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; **provided, however, the Office of the Purchasing and Materials Management Division Manager shall have the authority to waive minor irregularities.**

Familiarization of Project.

The Bidder, having visited the site of the proposed project, and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the specifications included and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Licenses.

The successful Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the Agreement.

Liquidated Damages.

Should the successful bidder, as subsequent contractor for the work, fail or refuse to complete the work within the specified time and provided the contractor has not previously obtained an extension of time from the City of Orlando, the contractor agrees that the sum of two-hundred and fifty dollars (\$250.00) shall be deducted from the contract price and/or the Performance Bond by the City of Orlando as liquidated damages for each calendar day or portion thereof elapsing beyond the guaranteed completion date of the work to partially offset the City for the hardship and expense caused by the delay.

Payment of Subcontractors.

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the Contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made within thirty (30) days after completion and acceptance of the work, and submission of said evidence. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the contractor or any subcontractor under the Contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Periodic and Final Cleaning.

The successful bidder shall:

- A. Schedule periodic cleaning to keep the worksite, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Provide on-site container for the collection of waste materials, debris, and rubbish.
- C. Dispose of waste materials, debris, and rubbish off the Owner's property.
- D. Upon completion of work in each area, provide final cleaning and return space to a condition suitable for use by the City.
- E. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Silence of Specifications.

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any 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 shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

Specifications.

The Specifications shown on the attached Invitation for Bid sheets are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and number. Bidders are cautioned that in the event of a discrepancy therein, or that the materials being offered differ from that described, such difference must be timely questioned or noted in the bid in order that fair evaluation may be performed.

**"NO BID" RESPONSE
TO
INVITATION FOR BID**

CITY OF ORLANDO, FLORIDA
PURCHASING AND MATERIALS MANAGEMENT DIVISION
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

We have received Invitation for Bid No. **IFB10-0350**, opening at **2:00 p.m., Local Time, City of Orlando, FL**, on **Thursday, July 22, 2010**.

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 58-12-94438-54C and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando Director of Purchasing shall be final and binding on both parties.
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order which may result from this bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Director of Purchasing, City of Orlando

STANDARD TERMS AND CONDITIONS

1. **RECEIPT OF BIDS:**

- a. **Sealed bids, one (1) original and one (1) copy**, shall be submitted to the Purchasing and Materials Management Division at date and time specified herein. Bids will not be accepted after the designated time and date.
- b. Each bid shall be submitted in a sealed envelope prior to the time established for opening of bids, and the envelope shall be marked with the bid number, title of the bid, and bid opening date.
- c. If submitted by mail, the envelope shall be enclosed in another envelope addressed to the Purchasing and Materials Management Division Manager. If submitted otherwise than by mail, it shall be delivered to the office of the Purchasing and Materials Management Division Manager.
- d. Sealed bids are to be addressed as follows:

For postal delivery:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
P.O. Box 4990
Orlando, Florida 32802-4990

For all other deliveries:

Ms. Rhonda Scott, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

- e. Bids submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

2. **OPENING OF BIDS:**

Sealed bids will be received in the Purchasing and Materials Management Division until the due date and time as specified in this Invitation for Bid. Bids will be opened and publicly read aloud immediately following the specific due date and time. No responsibility will attach to the Purchasing Office for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

3. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Purchasing Office may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bid may render the bid irregular and may cause rejection.

4. WITHDRAWAL OF BIDS:

Bidders may withdraw a bid after it has been deposited with the Purchasing and Materials Management Division any time prior to the stipulated time for opening the bids. After bid opening, no changes in bid prices or other provisions shall be permitted.

5. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the lowest responsive and responsible bidder who submits the bid meeting specifications. In determining responsibility, the City reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, and service reputation of the bidder, in determining the most advantageous bid.

6. BIDDER'S CERTIFICATION FORM:

Each Bidder shall complete the "Bidder's Certification" form included with this Invitation for Bid. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

7. CONTINGENT FEES:

The Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

8. AMENDMENTS:

It is the Bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid.

If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda.

The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

9. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please fill out and return the attached "NO BID" form.

10. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

11. PERIOD OF OFFER VALIDITY:

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

12. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work, shall in no way relieve him from any obligations with respect to his bid.

13. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the Agreement and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

14. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

15. AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsive and responsible bidder complying with all the provisions of the Invitation for Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City may require. The Director of Purchasing also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Director of Purchasing:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be required or secured.

16. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a. To ensure fair consideration for all bidders, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the city prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bidder **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

Any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder **shall** be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.

- b. Any questions relative to interpretation of specifications or the bid process, shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. See Attachment "A" – "Written Question Form".

Any interpretation made to prospective bidders will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. Direct inquiries to the Purchasing Agent referenced on the cover page of this Invitation for Bid:

City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>

17. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options bid, based on price deemed to be in the best interests of the City.

18. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid.

If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

19. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the Purchasing Agent as listed in this solicitation. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or within ten (10) days after bid opening, whichever is earlier.

20. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando website at www.cityoforlando.com for current bid and award information, prior to and after the scheduled opening date of a solicitation. Bidders may also contact the Purchasing and Materials Management Division in accordance with the instructions provided herein.

21. APPLICABLE LAW

This Invitation for Bid is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: <http://www.cityoforlando.net/admin/purchasing/chapter7.htm>. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

22. RESERVED

23. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

24. WARRANTY:

Bidder warrants that all equipment, materials and workmanship furnished whether furnished by bidder or its sub-suppliers, will comply with its and the City's specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure.

25. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.

26. EXECUTION OF AGREEMENT:

The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Purchasing and Materials Management Division, enter into a contract with the City on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates.

- a. Unless otherwise agreed by the City, the agreement shall be signed by an authorized Corporate Official (i.e., President, Vice President, C.E.O.) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officer nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements.

Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

- b. In the case of a Partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.
- c. In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.
- d. If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Department at (407) 246-2291 for further clarification. Strict adherence to criteria outlined above is of the utmost importance in finalization of agreements awarded to successful bidders.

27. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to accept the Agreement as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the Director of Purchasing may reject all of the bids. Contractors who default are subject to suspension and/or debarment.

28. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the Agreement.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

29. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, 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 §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

30. FLORIDA PROMPT PAYMENT ACT:

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or Contract number as supplied by the City; and
- e. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

31. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

32. **INSURANCE:**

Insurance coverage, when required, must be in force throughout the Contract term. Should a Contractor fail to provide acceptable evidence of current insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

33. **DRUG-FREE WORKPLACE CERTIFICATION:**

By submitting a bid in response to this Invitation for Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

34. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida 32802-4990, telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

35. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

36. LIVING WAGE POLICY:

As set forth in City Policy and Procedure, 161.3, Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to an Agreement with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved.

Failure to comply with the provision may result in termination of the Agreement and/or preclusion from future City Agreements at the sole option of the City. This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Agreements for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Agreement year. As for multiple award Agreements (Agreement award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Agreement in any one-Agreement year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those Agreements whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Agreement term, this provision will be applicable to that Agreement in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, nor the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A copy of the Living Wage Policy is available for review in the Purchasing and Materials Management Division.

37. RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Invitation for Bid or Request for Proposal is by a vendor whose principal place of business is in a county which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such county, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the county in which the most responsive and responsible vendor has its principal place of business.

38. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Vendor / Contractor agrees to provide / rent / sell / lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Vendor / Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

39. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, proposals or qualification statements to award the work described herein to more than one responsive bidder, proposer or respondent.

In such cases where an award is made to more than one responsive bidder, proposer or responder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

40. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

41. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

ATTACHMENT “B”



WRITTEN QUESTION FORM

WRITTEN QUESTION(S) FORM



Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions must be received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB10-0350 **DATE SUBMITTED:** _____

SOLICITATION TITLE: NEIGHBORHOOD STABILITATION PROJECT TO
REHABILITATE HOUSE AT 2748 CAYMAN WAY, ORLANDO

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

HOUSING REHABILITATION WORK CONTRACT

This Housing Rehabilitation Work Contract (herein referred to as the “Agreement” or “Contract”) is made and entered into by and between the City of Orlando, Florida, a Florida municipal corporation, whose principal address is 400 South Orange Avenue, Orlando, FL 32801 (herein referred to as the “City”) and _____ (herein referred to as the “Contractor”), the principal address of which is 2748 Cayman Way, Orlando, FL, (herein singularly referred to by their respective designation contained hereinabove, or as the “party”, and collectively as the “parties”).

RECITALS

A. Title III of Division B of the Housing and Economic Recovery Act (“HERA”) appropriated funding for emergency assistance for the redevelopment of abandoned and foreclosed homes.

B. The grant program established under HERA is commonly referred to as the Neighborhood Stabilization Program (“NSP”) and is administered by the United States Department of Housing and Urban Development (“HUD”).

C. The grant funds awarded by HUD are considered a special allocation of Community Development Block Grant funds (“CDBG”).

D. The City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974.

E. The rehabilitation of single family homes is an eligible activity under the NSP and the CDBG program in accordance with 24 CFR §570.202. It also meets the national objectives as required under 24 CFR §570.200 (a) (2) and 24 CFR §570.208 (a) (3).

F. On behalf of the City, the City’s Housing and Community Development Department (HCD) will implement a plan of rehabilitation and resale of qualifying single family homes in accordance with the NSP.

G. Contractor has been selected to provide the services described in this Agreement, supplemented by all terms and conditions of applicable NSP and CDBG rules and regulations incorporated herein by reference.

H. City holds title in fee simple to the real property located at 2748 Cayman Way, Orlando, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (herein referred to as “the Property”). City desires to have certain rehabilitation, improvements, and/or repairs made to the Property.

I. Contractor has been informed of the critical goals which must be met for utilizing the NSP funds.

J. Contractor has demonstrated the experience, qualifications and capacity to complete the rehabilitation NSP activities described herein on behalf of HCD, in accordance with the terms and conditions set forth in this Agreement.

K. Contractor is duly licensed and fully qualified to complete the rehabilitation work described herein.

L. City desires Contractor to complete the home rehabilitation work on the Property described herein in a high quality manner, herein the "Project," and Contractor desires and has the knowledge and experience to complete the Project.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. Work. Contractor agrees to provide the necessary materials and services to rehabilitate the Project depicted, described, detailed and specified in and in strict accordance with the Contract Documents, as that term is defined in this Agreement, all of which services and materials are sometimes herein referred to as the "Work." For purposes of clarification and without limiting in any way the foregoing, the Work shall include, but is not limited to those items specifically described in the Invitation to Bid and amendments thereto attached hereto and incorporated herein as **Exhibit "B"** also called herein "Scope of Work."

2. Bid Price. City agrees to pay Contractor for the Work the fixed sum specified in the Contractor's bid and any amendments thereto, being attached hereto as **Exhibit "C"** incorporated by reference herein, sometimes referred to herein as the "Bid Price," in accordance with the draw or payment schedule contained in this Agreement. Contractor acknowledges and agrees that it has reviewed and is familiar with the Contract Documents and the Property and that the Bid Price is a fair price for the Work.

3. Term. Contractor agrees to commence the Work within seven (7) calendar days after notice to proceed is issued from the City of Orlando Purchasing and Materials Management Division, and fully complete all Work in accordance with this Agreement within ____ calendar days from the commencement date, herein the "Completion Date." TIME IS OF THE ESSENCE. In the event the Contractor is delayed in the prosecution of the Work due to the act or neglect of City, labor dispute, fire, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or other causes beyond the control of Contractor, the Completion Date shall be extended for each day of such delay. Any such extension shall be reflected by a change order signed by the City's Director of Purchasing. The Project shall be deemed "Complete" when all Work is one hundred percent (100%) complete (including all punch work items) in accordance with the Contract Documents, and the City issues a written final acceptance of the Work.

4. Contractor's Responsibilities.

(a) Contractor shall provide the necessary layouts, supervision, inspection, labor, materials, tools, construction equipment, governmental approvals, both temporary and permanent utility hook-ups and connections and costs for temporary utilities used in or necessary for the execution, construction and completion of the Project, and shall diligently proceed with the prosecution of the Work.

(b) Contractor shall pay all applicable sales, use, gross receipts and similar taxes related to the Work.

(c) Contractor shall prepare and submit for City's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the start and completion of the various stages of the Work. By submitting said schedule, Contractor agrees to have the various stages of the Work completed by the time indicated in the schedule, provided that adjustments may be made by City for events and circumstances beyond Contractor's control.

(d) Prior to Contractor's employing, hiring or contracting with any Workmen, as that term is defined in this Agreement, to supply any Work to the Project, Contractor shall prepare and submit to City a list containing the name of, business address of and Work to be furnished by each and every Workman. Prior to coming on the Property, each subcontractor must provide to City proof of insurance with coverage of the same kind and at least the same amount as required of the Contractor. City expressly reserves the right to disapprove any Workmen.

(e) Contractor shall at all times keep the Property free from the accumulation of waste materials or rubbish caused by the Work. At the completion of the Work or Project, Contractor shall remove all of waste materials, rubbish, tools, construction equipment, machinery and surplus materials.

(f) Contractor shall be responsible, at its own cost and expense, for obtaining, securing and maintaining all building permits, utility hook-ups and connections, governmental approvals, and otherwise complying with all applicable laws, ordinances, rules and regulations which affect or govern the Work, Project and its intended use.

(g) Contractor shall be and shall take all necessary precautions to insure the safety of its agents, employees, servants, Workmen and all others while on the Property during the prosecution of the Work, and shall comply with all laws, ordinances, rules and regulations to prevent any accidents or injury to persons on the Property during the prosecution of the Work.

5. Warranties.

(a) Contractor warrants to City that all materials and equipment furnished pursuant to this Agreement shall be new, all Work will be of good or better quality, free from improper workmanship and defective materials, and in strict accordance with the Contract Documents. Contractor agrees that the Project and all Work will be completed in accordance with standards which are better than those generally accepted in the construction industry for similar projects and which demonstrate a high degree of accuracy and quality. Contractor shall correct all Work performed pursuant to this Agreement which proves to be defective in material or workmanship within a period of one (1) year on all of the Work and its components, five (5) years on the roof and roof membrane, if any such work is done, and ten (10) years on the structural components (unless a longer warranty period is elsewhere specifically stated for a particular item of Work) from the Completion Date. In the event that Contractor is unable to correct any such defect within thirty (30) days or after three attempts (whichever shall come first), City shall be entitled to correct such defect, and Contractor shall be responsible for all costs and expenses of any such corrective measures. Contractor shall also assign, deliver and otherwise make available to City at the completion of the Project, any and all warranties or guarantees offered or available from any manufacturer, supplier, subcontractor, equipment, or electronics supplier related to the Work.

(b) Contractor shall secure all certificates of inspection, occupancy, testing or approval and deliver them to the City.

(c) Contractor will collect, assign and deliver to the City all written warranties and equipment manuals for the Work or Project on or before the final payment for the Work.

6. Risk of Loss. The parties agree that all risk of loss to the Work or the Project shall be borne by Contractor prior to the Completion Date.

7. Change Orders.

(a) The parties agree that City may order and Contractor shall perform changes in the Work or the Project consisting of additions, deletions or other revisions. The price and time for completion of the Work shall be adjusted accordingly. All changes in the Work, price and time for completion shall be evidenced by a change order signed by City's Director of Purchasing, which shall be in a form substantially approved by the City entitled "Change Order."

(b) The increase or decrease of the price and time for completion of the Work shall be determined by mutual agreement of the parties. In the event that the parties cannot reach a mutual agreement, upon Contractor's receipt of a written change order signed by City's Director of Purchasing, Contractor shall proceed with the Work involved in the change order. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change order. In such case, Contractor shall keep and, present to City, in such form as City may reasonably prescribe, an itemized accounting together with all invoices, statements, bids, quotes or estimates for any materials and labor involved or connected to the subject of the change order.

(c) Contractor shall not be entitled to any change order for concealed conditions encountered in the performance of the Work unless the City's Director of Purchasing had actual knowledge of said conditions and failed to disclose said condition to Contractor prior to the execution of this Agreement.

(d) The parties agree that City may order minor changes in the Work not involving an adjustment in the price or an extension of the Completion Date, provided said changes are not inconsistent with the intent of the Contract Documents. Such changes shall be evidenced by written change order and shall be binding on City and Contractor.

8. Payments to Contractor.

City will pay or caused to be paid to Contractor the Bid Price according to the following payments or draws:

(a) In order to obtain payment, Contractor shall submit to City an application for payment. Every application shall contain Contractor's certification under oath that the Work for which it is seeking payment has been completed within the meaning of this Agreement.

A partial pay request may be turned in by the Contractor during the rehabilitation process at fifty percent (50%) of Project completion of the rehabilitation work. In the alternative, partial payment requests may be made on a periodic basis during the progress of the Work, as determined in the sole discretion of the City. In order to be eligible for each payment, the request shall include a complete invoice for reimbursement of costs, evidence of inspections by the building inspectors, and certification of compliance with this Agreement. Prior to any draw payment, Contractor shall contact HCD to have inspections completed by that department, as one of the conditions precedent to payment. The Contractor shall submit a final permit and release with all final Contractor pay requests when the rehabilitation work is one hundred percent (100%) complete. No funds will be disbursed until all required inspections and approvals from Permitting Services and HCD have been obtained. Faxed pay requests will not be accepted for payment.

(b) All applications for payment shall be accompanied by waivers and releases through the date of the application from the Contractor and each Workman performing Work on the Project. Contractor's waiver and release may be conditioned only upon payment of sums sought in the application for payment. Should any Workmen not be paid in full for Work completed at the time of the pay application, the Contractor shall identify the name and the amount owed to each unpaid Workman. This information shall be contained within an affidavit submitted to City at the submittal of each pay application. City and Contractor agree and Contractor consents in advance without further notice, to the direct payment of any unpaid Workmen by the City. Any such amounts paid directly to unpaid Workmen by City shall be deducted from any amount due Contractor and the total amount paid to the Contractor shall be adjusted accordingly.

(c) Upon City's receipt of Contractor's application for payment, City may inspect the Work and Project to verify the completion of the Work for which Contractor is seeking payment. No payment shall be due to Contractor for Work described in any application for payment which is not fully complete. City's payment or approval of any payment to Contractor for Work described in any application shall not constitute an acceptance of such Work or otherwise effect a waiver by City of any condition, term, obligation or covenant of Contractor pursuant to this Agreement.

(d) Prior to the final payment being due or made pursuant to this Agreement, Contractor shall provide to City a fully executed Contractor's affidavit similar to that required in accordance with Florida's Construction Lien Law, as if this Project were governed by the Florida Construction Lien Law, final waivers and releases for amounts owed from every Workman providing Work to the Project, the written warranties and equipment manuals referred to in Section Five (5), a certificate of occupancy for the Project, any marked up drawing showing the Project "as built," and Contractor's final waiver and release which may be conditioned upon receipt of the final payment. Contractor's acceptance of the final payment shall constitute a waiver of all claims or demands by Contractor against City or the Project or Property.

(e) All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida 32801-4990. ALL INVOICES MUST CLEARLY INDICATE THE CITY AGREEMENT NUMBER AS STATED HEREIN.

9. Fiscal Year Funding Appropriation.

(a) Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

(b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred.

10. Indemnity. Contractor agrees to indemnify the City, its elected and appointed officials officers, employees and agents and hold them harmless from all claims for bodily injury and property damage that may arise or result from Contractor's acts, omissions or the Work, except for any such injury or damages caused solely by City's acts or omissions.

11. Insurance.

(a) Contractor and each subcontractor working on the Project shall purchase and maintain the following insurance policies:

- (i) General comprehensive liability insurance in the amounts of \$500,000.00, per person/per occurrence, and \$100,000.00 property damage covering any claims for which Contractor may be responsible for pursuant to this Agreement;
- (ii) Workers' compensation in limits defined and required by law;
- (iii) Automobile liability insurance in the amounts of \$100,000.00, per person/per occurrence, and \$50,000.00 property damage covering any claims for which Contractor may be responsible pursuant this Agreement.

(b) All such policies shall list City as an additional insured and contain a provision requiring the insurer to give City at least thirty (30) days notice prior to cancellation or termination for any reason.

(c) Any insured loss shall be adjusted with City and Contractor and made payable to City and Contractor, as their interests may appear, subject to any applicable mortgagee clause. Any such proceeds for damage to the Work, Project or Property shall be used to correct, rebuild, repair such damage, unless otherwise mutually agreed by the parties. All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida. All insurance companies used by Contractor must be acceptable to the City.

12. Liens, etc. The parties acknowledge and agree that the Property and Project are not governed by the Florida Construction Lien Law, since the City is a governmental entity, per Section 713.01 (13), Florida Statutes 2009. Contractor shall not file, cause to be filed or allow the continued existence, filing or effect, of any lien, encumbrance or cloud on the title of the Property for any Work performed by Contractor or any Workmen.

13. Default.

(a) In the event Contractor fails to timely and properly comply with any term of this Agreement or any of the following and such failure continues beyond the cure period provided herein following notice thereof given by City to Contractor, it shall constitute a default under this Agreement:

- (i) failure to comply with any of the rules, regulations or provisions referred to herein or governing NSP or CDBG awards, including, but not limited to, the NSP regulations, 24 CFR Parts 570 or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (ii) improper use of funds provided under this Agreement;
- (iii) submission by Contractor to City any material representation in any certification, report or communication to the City that is determined by the City to be false, misleading, or incorrect in any material manner; or
- (iv) Contractor's failure to disclose to City, upon demand, the names of all persons with whom Contractor has contracted or intends to contract with for the construction of any portion of the Project.

If Contractor cannot reasonably correct any deficiency within ten (10) calendar days after notice and demand by the City, upon Contractor's Notice to City should City so agree in writing, Contractor shall have a reasonable period to so perform up to but not to exceed an additional twenty (20) calendar days. Should Contractor fail to fulfill such obligations within the time limits provided herein, it shall be a Contractor default in this Agreement. Notwithstanding any of the forgoing provisions to the contrary, if Contractor has failed to cure any deficiency prior to the expiration of any applicable cure period, City may, at its sole option cure such deficiency; provided, however, City shall be under no duty or obligation to do so.

(b) In the event City fails to timely and properly perform any obligation pursuant to this Agreement, Contractor may notify and require City to perform such obligation or correct any defect or deficiency within thirty (30) calendar days. If City cannot reasonably perform such obligation within such period, upon City's Notice to Contractor, City shall have a reasonable period to so perform, up to but not to exceed an additional sixty (60) calendar days at City's election. Should City fail to fulfill such obligations within the time limits provided herein, it shall be a City default in this Agreement.

14. Default Remedies.

(a) In the event Contractor defaults in its performance obligations under this Agreement, City may elect to take any of the following actions:

- (i) Fulfill Contractor's obligation, in which event all costs and expenses of such performance shall be deducted from the Bid Price;
- (ii) Bring suit against the Contractor for specific performance of this Agreement;
- (iii) Terminate this Agreement immediately upon written notice to Contractor. In the event that City elects to so terminate, Contractor shall be responsible for all costs and expenses incurred by City in completing the Work pursuant to this Agreement, and Contractor shall not be entitled to any further payments pursuant to this Agreement until the Work is Complete;
- (iv) Contractor shall also be responsible to City and shall pay to City the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) each and every day that the Completion Date is delayed, unless any such delay is solely caused by the acts or omissions of City (provided that City's failure to pay any amounts owing under this Agreement shall not be considered an act or omission resulting in such delay). The parties agree that this amount is a liquidated damage and not a penalty and that the damage accruing to City as a result of the delay in the Completion of the Project is uncertain and impossible to calculate as of the execution of this Agreement; and
- (v) Pursue any and all other remedies allowed by law or in equity.

(b) In the event City defaults in its performance obligations under this Agreement, Contractor may file an action for specific performance of this Agreement as its sole and exclusive remedy, waiving all others allowed by law and in equity.

(c) TIME IS OF THE ESSENCE of all provision set forth in this Section 14.

15. Compliance with Certain Federal Regulatory Provisions. Contractor shall comply with the requirements of the Federal regulatory provisions contained in 24 CFR 85.36 generally and as specifically provided herein and this Agreement shall be subject to the following:

(a) Prior to commencing any Work, as required by Federal regulations and herein, Contractor shall execute and deliver to HCD all certifications referenced in **Exhibit "D"**.

(b) If this Agreement is for in excess of Ten Thousand and No/100 Dollars (\$10,000.00), the following shall apply:

(i) The City may terminate this contract in whole, or from time to time in part, for the City's convenience. The City shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process. If the termination is for the convenience of the City, the City shall be liable only for payment for services rendered before the effective date of the termination.

(ii) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City, and the Contractor shall be entitled to payment as described in paragraph (i) above.

(c) If this Agreement is for in excess of Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60). The Contractor shall incorporate these requirements into all of its subcontracts.

(d) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. The Contractor shall incorporate these requirements in all of its subcontracts.

(e) If this Agreement is for in excess of Two Thousand and No/100 Dollars (\$2,000.00), Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a TO 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); however, these requirements apply to the rehabilitation of residential property only if the property contains eight (8) or more units.

(f) If this Agreement is for in excess of Two Thousand and No/100 Dollars (\$2,000.00) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); however, these requirements apply to the rehabilitation of residential property only if the property contains eight (8) or more units.

(g) All books, documents, papers and records pertinent to this Agreement shall be made available for inspection, audit, examination, copying, excerpts and transcription by the City of Orlando, its officers, employees and agents, the Comptroller General of the United States, the Department of Housing and Urban Development, the Department of Labor and their duly-authorized representatives, during normal business hours.

The Contractor is required to maintain all records for a period of not less than four (4) years after final payment is made and all other pending matters are closed.

(h) This Agreement incorporates by reference all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as the same may be amended. The Contractor shall comply with such applicable standards and policies.

(i) The requirements and regulations of the City pertaining to (1) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and (2) copyrights and rights in data are set forth in the Agreement.

The City and the Department of Housing and Urban Development reserve royalty-free, non-exclusive and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- (i) The copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and
- (ii) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

(j) Notice is hereby given that the Contractor shall comply with all requirements and regulations pertaining to reporting to the City, Department of Housing and Urban Development, and any other federal agency with jurisdiction over the Project.

(k) If this Agreement is for in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15). In such instances the Contractor shall require that the provisions of this subsection be included in all of its subcontractors' contracts.

(l) If subcontracts are to be let, Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include the following:

- (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; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(m) Contractor shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by Contractor shall include a provision requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that it is an Equal Opportunity/ Affirmative Action employer. Contractor shall keep records and documentation demonstrating compliance with these regulations.

(n) Contractor shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100 and 24 CFR 200, Subpart M, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

(o) In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural 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 NSP funds. Contractor shall comply with 42 U.S.C. §5309, 24 CFR §570.602 and 24 CFR Part 6. Contractor shall at all times comply with Sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1. Any contracts entered into by Contractor shall include a provision for compliance with these regulations. Contractor shall keep records and documentation demonstrating compliance with these regulations.

(p) Contractor shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by Contractor shall include a provision for compliance with these regulations. Contractor shall keep records and documentation demonstrating compliance with these regulations.

16. CDBG Program Requirements. To the extent not already included within the requirements of this Agreement, Contractor shall also comply with all of the requirements of the CDBG Program including but not limited to the provisions set forth in **Exhibit "D"** attached hereto and made a part hereof.

18. Miscellaneous.

To City at:

City Hall, 6th Floor
Attention: Lelia Allen,
Director of Housing and Community Development
400 S. Orange Avenue
Orlando, Florida 32801

City of Orlando
City Hall, 4th Floor
Dianne Farrell, Senior Purchasing Agent.
400 S. Orange Avenue
Orlando, Florida 32801

(c) For purposes of construing this Agreement, the following terms shall have the following definitions:

(i) Contractor shall include Contractor's employees, servants, agents, successors and assigns.

(ii) Workmen shall mean any person, corporation, partnership, firm or other legal entity furnishing labor, materials, equipment, services, or anything else of value to the Property, Project or Work, which is encompassed within the scope of the Work, regardless of whether any lien or encumbrance is filed, asserted or claimed, and regardless of whether said person, etc., is in direct privity with Contractor, and shall mean any such person who would otherwise be entitled to claim a construction lien for work on this Project, the same as if this Project were subject to the Florida

Construction Lien Law, even though it is acknowledged that the Property is not subject to such laws.

(iii) Contract Documents shall include this Agreement, any written change orders signed by City, the rehabilitation specifications setting forth the Scope of the Work prepared by the City, the City's Housing Rehabilitation Standards attached to the Invitation to Bid submitted to the Contractor and attached as part of **Exhibit "B"** to this Agreement, all of which are incorporated herein by reference. In the event of any conflict between the above documents, the terms contained in the first listed documents shall prevail over those in the later listed documents.

(d) The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees on the Property and shall erect and properly maintain at all times all necessary safeguards for the protection of the workmen and public. The Contractor shall post signs warning against hazards in and around the Project.

(e) All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).

(f) The undersigned who signs on behalf of the Contractor hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned who signs on behalf of the Contractor hereby warrants and certifies that the undersigned is authorized to enter into this Agreement on behalf of the Contractor as the act of the Contractor.

(g) The City's Director of Purchasing or her written designee shall have the authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices and the final arbiter in the resolution of all disputes.

(h) This Agreement has been entered into solely for the benefit of the parties and no third party is intended to be benefitted hereby and shall have no right to enforce any of the provisions hereof.

(i) In the event by change order the amount to be paid Contractor under this Agreement shall exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), additional provisions may be required to be included in accordance with applicable law.

(j) This Agreement shall bind and inure to the parties' successors, assigns and legal representatives and contains the entire agreement of the parties. All prior understandings or other agreements not otherwise set forth herein are merged into this Agreement as the final complete listing of all terms and conditions of this transaction.

(k) This Agreement shall not be recorded in the public records.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PURCHASING AND MATERIALS
MANAGEMENT DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Director of Purchasing

Date: _____, 2010.

RHONDA SCOTT, C.P.M., CPPO, FCCN
Name, Typed or Printed

CITY ATTORNEY
ORLANDO, FLORIDA

Date: _____, 2010.

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2010, by _____, as the _____, on behalf of
_____. He/she (is) personally known to me or (has) produced _____

(type of identification)

WITNESS my hand and official seal this _____ day of _____, 2010.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT “A”

(STREET ADDRESS AND LEGAL DESCRIPTION OF PROPERTY, WHICH IS THE SUBJECT
TO THIS AGREEMENT)

EXHIBIT “B”

(INVITATION TO BID AND ANY AMENDMENTS)

SCOPE OF WORK

EXHIBIT “C”

(CONTRACTOR’S BID AND ANY AMENDMENTS THERETO)

EXHIBIT “D”

CDBG REGULATIONS

ASSURANCE OF COMPLIANCE (DISABILITY DISCRIMINATION)

The project assisted under this Agreement is subject to Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8 prohibiting discrimination on the basis of disability.

Compliance with the foregoing provisions and all applicable rules and orders of the Secretary of HUD issued thereunder prior to approval of the application for this 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) contractor and subcontractors, its successors and assigns to the sanctions specified by this agreement, and to such sanctions as are specified by 24 CFR Part 8.

Contractor agrees to complete the Work pursuant to this Agreement compliance with the provisions in this Assurance of Compliance. Contractor shall keep records and documentation demonstrating compliance with these regulations.

CONTRACTOR

By:_____

Print Name:_____

Title:_____

ARCHITECTURAL BARRIERS ACT AND THE
AMERICANS WITH DISABILITIES ACT
(24 CFR 570.614)

1. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part (24 CFR 570.614) after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to this Act and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures and Appendix A to 41 CFR part 101-19, subpart 101-19.6 for general type buildings.)
2. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and useable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS
(24 CFR 570.611)
(24 CFR 85.36(b)(3))

- A. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same, provided that the foregoing provisions of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- B. No employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies, or of sub-grantees that are receiving funds under this part, who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. For the CDBG program, the above restrictions shall apply to all activities that are a part of the CDBG project, and shall cover any such financial interest or benefit during, or at anytime after, such person's tenure.
- C. No employee, officer or agent of the grantee or subgrantee shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved, in accordance with 24 CFR 85.36(b)(3).
- D. The Contractor will include the provisions of paragraphs (A), (B) and (C) in every Subcontract so that such provisions will be binding upon each Subcontractor.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (24 CFR Part 87)

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 any agency, 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 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 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 the 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 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.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(48 CFR 52.223-6)

DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause –

Controlled substance means a controlled substance in schedules I through V of Section 202 of the Controlled substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within thirty (30) days after award (unless a longer period is agreed to in writing for contracts of thirty (30) days or more performance duration); or as soon as possible for contracts of less than thirty (30) days performance duration—

- (1) Publish a statement notifying its employees that the unlawful controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate 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; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

LEAD-BASED PAINT (24 CFR 570.608)

Pursuant to 24 C.F.R. §570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K and R of this part apply to activities under this program.

USE OF DEBARRED, SUSPENDED, OR INELIGIBLE
CONTRACTORS OR SUBRECIPIENTS
(24 CFR 570.609)
(24 CFR 85.35)

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

No award of a contract or a subcontract can be made at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

The Contractor shall certify that it and its principals are not debarred, suspended or ineligible to participate in this transaction and Federal assistance programs. The Contractor shall require its subcontractors at all tiers to also submit certifications that they and their principals are not debarred, suspended or otherwise excluded from or ineligible to participate in the transactions and Federal assistance programs.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
INELIGIBILITY**

The Contractor certifies that neither it nor its principals is presently debarred, suspended, or otherwise excluded from or ineligible for participating in this transaction or participating in Federal assistance programs.

CONTRACTOR

By:_____

Print Name:_____

Title:_____