



## REQUEST FOR PROPOSALS (RFP# KISSROOF-2021)

Proposals are requested from qualified residential roofing contractors by Habitat for Humanity Greater Orlando & Osceola County, Inc., hereinafter referred to as Habitat Orlando & Osceola, for the following scope of work:

Residential Roof Replacement for the following properties:

1. 1915 Paradise Drive Kissimmee, FL 34741
2. 1701 Paradise Drive Kissimmee, FL 34741
3. 2429 Fulton Road Kissimmee, FL 34744
4. 1602 Lund Avenue Kissimmee, FL34744
5. 1554 Jason Street Kissimmee, FL 34744

**PREQUALIFICATION:** Habitat Orlando & Osceola accepts bids from those firms which demonstrate current relevant licensure with the Florida Department of Business and Professional Regulation and valid insurance by submittal of a copy of that license and insurance certificate with their bid and compliance with the pre-qualification requirements as stated herein before and in the project specifications.

- A. To be considered bids MUST be delivered OR emailed to:  
**Habitat for Humanity Greater Orlando & Osceola County**  
**ATTN: Lucie Ghioto, Vice President Planning & Construction**  
**4116 Silver Star Road, Orlando, Florida 32808**  
**Email: [Procurement@habitorlandoosceola.org](mailto:Procurement@habitorlandoosceola.org)**

And time stamped on or before **3:00 PM, EST, July 16, 2021**. Late bids will not be accepted.

- B. All received bids will be recorded at Habitat for Humanity Greater Orlando & Osceola County, 4116 Silver Star Road, Orlando, Florida 32808, on **July 16, 2021 at 3:00 P.M., E.S.T.** Final award will be made within five (5) business days of opening and posted to the following website: [www.habitorlandoosceola.org/bids/](http://www.habitorlandoosceola.org/bids/) .
- C. All bids must be according to specifications and conditions, and on the forms provided herein.
- D. The Bidder's name, bid number and address shall be clearly shown on the exterior of the Sealed Envelope or in the subject line or body of the email response.
- E. Habitat Orlando & Osceola reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of Habitat Orlando & Osceola, City of Kissimmee and the property owners being served by the Project Scope. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Any protests of the bid must be made within 72 hours of posting of the results. "Failure to file a protest within the time prescribed in s. 120.53(5), Florida Statutes, shall constitute a waiver of

proceedings under Chapter 120, Florida Statutes.” If no protest is filed per Section B-21 of the Instructions to Bidders, “Notice and Protest Procedures: the Owner will award the contract to the qualified, responsive low bidder in accordance with Rule 60D- 5.

## 1. GENERAL REQUIREMENTS

**1.1 BID PREPARATION:** Submission of a bid in response to this solicitation shall evidence the bidder’s acknowledgement that he/she is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person’s authority to make such offers. Unsigned bids will be rejected. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

**1.2 SUBMISSION OF BIDS:** All bids shall be submitted electronically via email and must include the the bidder’s name and address and bid number plainly marked in the subject line or body of the email. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or emailed bids will not be accepted.

**1.3 PRICING:** The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

**1.4 DELIVERY:** Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

**1.5 DEFAULT:** Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, Habitat Orlando & Osceola reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to Habitat Orlando & Osceola, City of Kissimmee or the property owners being served by the Project Scope incurred as a result of such action.

**1.6 LATE BIDS AND WITHDRAWAL OF OFFERS:** No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

**1.7 DISCOUNTS:** Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

**1.8 BID EVALUATION AND AWARD:** All bids received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract; proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of Habitat Orlando & Osceola. The bid tabulation and Notice of Award Recommendation will be posted by **3:30 P.M., local time, on Friday, July 23, 2021**, at Habitat for Humanity Greater Orlando & Osceola County, 4116 Silver Star Road, Orlando, Florida, 32808 and on the website [www.habitatorlandoosceola.org/bids/](http://www.habitatorlandoosceola.org/bids/) . In the event that the bid tabulation and Notice of Award Recommendation cannot be posted in this manner, then all bidders will be otherwise notified.

**1.9 BILLING AND PAYMENT:** Habitat Orlando & Osceola will pay all proper invoices submitted for supplies and/or services within 30 calendar days of receipt of the invoice. To be considered a proper invoice it must be submitted in writing or via email to Accounts Payable, Habitat Orlando & Osceola, show the Vendor Taxpayer Identification Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by Habitat Orlando & Osceola. The payment cycle will not start until all the above requirements are met.

**1.10 SILENCE OF SPECIFICATIONS:** The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

**1.11 WARRANTY:** All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

**1.12 ADDENDUM(S):** In the event modifying addenda to the basic solicitation *are* issued, Habitat Orlando & Osceola will attempt to provide such addenda to all vendors who have been furnished bid packages, as well as posting to the following website: [www.habitatorlandoosceola.org/bids/](http://www.habitatorlandoosceola.org/bids/). However, it shall be the bidder's responsibility to verify with the Procurement and Facilities Manager before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

**1.13 COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

**1.14 PROTEST:** Any protests of the bid must be made within 72 hours of posting of the results. "Failure to file a protest within the time prescribed in s. 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." If no protest is filed per Section B-21 of the Instructions to Bidders, "Notice and Protest Procedures: the Owner will award the contract to the qualified, responsive low bidder in accordance with Rule 60D- 5.

## 2. OTHER PROVISIONS:

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

**2.2 CLARIFICATION OF REQUIREMENTS:** Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed IN WRITING to Lucie Ghioto, VP Planning & Construction at 4116 Silver Star Road, Orlando 32808 OR BY EMAIL to [procurement@habitorlandoosceola.org](mailto:procurement@habitorlandoosceola.org) not less than five (5) days prior to the bid opening date.

However, unless modified by a written addendum issued by the Procurement and Facilities Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement and Facilities Manager at Habitat Orlando & Osceola. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

**2.3** This bid contains pages 1-7, not including exhibits. Please contact [procurement@habitorlandoosceola.org](mailto:procurement@habitorlandoosceola.org) if you are missing any pages.

**2.4 INDEMNITY:** The Contractor will indemnify and hold harmless Habitat Orlando & Osceola, the owner of each property contained within the Project Scope and City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

**2.5 INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

- A. Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation.
- B. Comprehensive General Liability: The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- C. Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000.00.

**2.6 ALTERNATE BIDS WILL NOT BE ACCEPTED:** If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

**2.7 OPTIONAL PRE-BID SITE VISIT AND INSPECTION:** An optional pre-bid site is available for each property in the Project Scope by appointment only. Please contact Lucie Ghioto, VP Planning & Construction at 407-578-1995 or [procurement@habitorlandoosceola.org](mailto:procurement@habitorlandoosceola.org) to coordinate this visit. An inspection report for each property is also provided under **Exhibit B** of this document.

**2.8 SPECIAL PROVISIONS.** Bidders are advised that this project is funded by the Community Development Block Grant Program (CDBG) and must comply with applicable Federal regulations and requirements included in the attached Supplemental Conditions/Special Provisions, located under Exhibit A "SPECIAL PROVISIONS." The bidder is responsible for reviewing this section and completing any documents required therein, to be returned with the completed bid.

The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. By acceptance of this order, the contractor affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Contractor shall provide to the Agency and City of Kissimmee Program Administrator a copy of all executed contracts with any sub-contractors, and tiered subcontractors all of which shall include Orange County Special provisions requiring the respective sub-contractor or tiered-sub to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

Per the Section 3 HUD Act of 1968: Economic opportunity shall, to the greatest extent feasible, be directed to low- and very low-income residents and business in that area. All Section 3 covered contract must include the Section 3 Clause, Verbatim found at 24 CFR Part 135.38. Contractors and subcontractors that perform any work under contract for any federal project are required to comply with the Section 3 regulations.

Selected contractor shall be required to provide active SAM.gov registration, DUNS (Dun and Bradstreet) and SUNBIZ.org for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract.

Prospective bidders: Bidder does not necessarily need to have DUNS and SAM.gov registration to submit a bid, however required registrations must be obtained and verified before any contracts can be signed with the selected general contractor.

### **3. GENERAL SCOPE AND SPECIFICATIONS FOR WORK:**

**3.1 SCOPE OF WORK:** Habitat Orlando & Osceola is partnering with the City of Kissimmee for the administration of a residential roof replacement program, funded using Federal (Community Development Block Grant) funding. Habitat Orlando & Osceola is seeking bids from licensed and insured roofing contractors with experience in residential roof replacement to execute the replacement of residential roofs for the following 5 (five) properties. Bids must include all 5 properties. Bids for a partial scope of work will NOT be accepted. Inspection reports for each property are provided under **Exhibit B**.

1. 1915 Paradise Drive Kissimmee, FL 34741
2. 1701 Paradise Drive Kissimmee, FL 34741
3. 2429 Fulton Road Kissimmee, FL 34744
4. 1602 Lund Avenue Kissimmee, FL34744
5. 1554 Jason Street Kissimmee, FL 34744

**3.2 PROTECTION OF EXISTING STRUCTURE AND SITE CONDITIONS:** The Contractor shall take necessary precautions to protect site conditions. Contractor shall avoid damage to existing driveways, structures, landscaping and other items onsite belonging to the property owner. Every effort will be made to secure owner's belongings outside the area of work. Repair of damages shall be at the Contractor's expense.

**3.3 REQUIRED MATERIALS AND SPECIFICATIONS:** The scope of work for each property contained within the overall project scope must include the following minimum specifications:

- A. Sub roof must consist of a minimum 3 (three) sheets of plywood. Alternate material submissions must be of equal or greater quality/value.
- B. Architectural shingles (color to be selected by homeowner) must be used. Alternate material submissions must be of equal or greater quality/value.
- C. Submissions must include accommodations for roof elements (i.e. gutters) that are impacted by the replacement.
- D. Bidder shall be responsible for obtaining the necessary permits from the City of Kissimmee. A copy of this permit shall be furnished to Habitat Orlando & Osceola.
- E. Bidder must commit to complete each project scope and close the permit within ninety (90) days of Notice to Proceed.

**3.4 PROJECT COMPLETION:** Bidder is responsible for ensuring all inspections required by the City of Kissimmee permitting are scheduled and approved. A general walk through and completion of all punch list items will be required along with a copy of the City-issued Certificate of Completion before final payment application will be received.

**\*\*THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID \*\***

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the Habitat for Humanity Greater Orlando & Osceola County, City of Kissimmee and the successful bidder.

Item No.	Project Address	Description of Work	Total Cost
1			
2			
3			
4			
5			

Completion Time: \_\_\_\_\_ Days

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) \_\_\_\_\_ (IF APPLICABLE)

\_\_\_\_\_  
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

\_\_\_\_\_ We do not take exception to Specifications.

(initial)

\_\_\_\_\_ We take exception to Specifications as follows:

(initial)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(attach additional sheets, if necessary)

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

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

NOTE: VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

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

(signature)

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

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

\_\_\_\_\_  
(typed name/title of signer)

TELEPHONE NO.: (\_\_\_\_) \_\_\_\_\_

**SUPPLEMENTAL CONDITIONS / SPECIAL  
PROVISIONS**

**Habitat for Humanity of Greater Orlando & Osceola**

**County, Inc. and the City of Kissimmee**

**Roof Replacement Program**

**Revised 6-30-2021**



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**SPECIAL PROVISIONS  
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**ARTICLE 2 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - A. Goals for Female Utilization, All Trades:  
AREA COVERED - Goals for Women apply nationwide.  
GOALS AND TIMETABLES:  
(Goals %)  
Apr. 1, 1978 - Mar. 31, 1979.....3.1  
Apr. 1, 1979 - Mar. 31, 1980.....5.1  
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These goals are applicable to all the CONTRACTOR'S's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is City of Kissimmee, Florida.

## SPECIAL PROVISIONS C.D.B.G. PROJECT

### 60-4.3 (a) EQUAL OPPORTUNITY CLAUSE

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **SPECIAL PROVISIONS C.D.B.G. PROJECT**

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR'S must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or Subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications.

The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.

## **SPECIAL PROVISIONS C.D.B.G. PROJECT**

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
  
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
  
  - d. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
  
  - e. Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  
  - f. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff,

## **SPECIAL PROVISIONS C.D.B.G. PROJECT**

termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintain identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- g. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and Subcontractors with whom the CONTRACTOR does or anticipates doing business.
  - h. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - i. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.
  - j. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - k. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - l. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
  - n. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
  - o. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CONTRACTOR association, join contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation

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which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.

9. A single goal for minorities and separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**BY ACCEPTANCE OF THIS DOCUMENT, THE CONTRACTOR AFFIRMS THAT IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF 2 C.F.R. PART 180 AND THAT NEITHER IT, ITS PRINCIPALS, NOT ITS SUBCONTRACTORS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELEGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS PROJECT BY ANY FEDERAL DEPARTMENT OR AGENCY.**

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **SPECIAL PROVISIONS C.D.B.G. PROJECT**

### **FEDERAL CONSTRUCTION CONTRACT SPECIFICATIONS**

1. Architectural Barriers - Uniform standards will be followed for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of buildings constructed in whole or part with federal funds.
2. Americans With Disabilities Act - Contractors shall comply with the provisions of the Americans With Disabilities Act Of 1990, As Amended .
3. Lead-Based Paint - Project is to be constructed without the use of lead-based paint. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if lead-based paint is subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such lead-based paint and damages or claims against the County.
4. Fair Housing Act - Contractors shall comply with the provisions of the Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
5. Energy Policy and Conservation Act - Contractors shall comply with the 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.
6. Contractors shall be required to provide active DUNS (Dun and Bradstreet), SUNBIZ.ORG and SAM.GOV registrations for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract.

### **ARTICLE 3 - AFFIRMATIVE ACTION**

- A. Eligibility for employment. Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.
- B. Greatest extent possible means the efforts undertaken to obtain section 3 resident or business participation in a contract, and shall include, but not be limited to the following actions:
  - (1) Advertisement in a newspaper of general circulation to include minority owned trade, business or geographically centered publications. Proof of advertisement or publication shall be documented.
  - (2) Attempt to recruit from the service area or PHA the necessary number of section 3 residents through local advertising, posters placed at the project site, community organizations, and other public and private institutions operating within the service area.
  - (3) Forward to OCHCD a list of all Section 3 residents and /or businesses who have applied on their own or on referral from any source, and employ such persons if other wise eligible and/or qualified and if a vacancy exists. If no vacancy exists, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
  - (4) The selected contractor shall provide OCHCD with the specific number of section 3 residents to be trained or employed.
- C. The Owner hereby includes in this document and further requires the CONTRACTOR to include as part of any related subcontract the following "Section 3 Clause."
  1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject



## **SPECIAL PROVISIONS C.D.B.G. PROJECT**

to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  3. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  4. The CONTRACTOR will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
- D. Prior to contract execution, the CONTRACTOR will provide a preliminary State of Work Force Needs, listing same as skilled, unskilled, semiskilled, and trainee by category indicating classifications to be employed and those currently employed. Contract and, by his specific stipulation, all subcontractors, agree to utilize lower income project area residents as trainees and employees to the greatest extent feasible; "lower income project area resident" being defined as any individual who resides in the project area and whose family income does not exceed 90% of the project area median.
- E. Prior to contract execution, the CONTRACTOR will submit an Affirmative Action Plan which will:
1. Set forth the approximate dollar value of and identify all subcontracts to be awarded
  2. Set forth a goal or target number and dollar amount to be awarded eligible project area businesses
  3. Outline anticipated steps to be taken to achieve said goal
- F. For the purpose of this section, "project area" is defined as being coextensive with the geographic boundaries of the City of Kissimmee, said area being the smallest political jurisdiction of those participating equipped to administer projects included in the City's Community Development Block Grant program. Submittals will be reviewed by the Labor Relations Specialist for adequacy and contract execution may be postponed pending necessary revision of submittals.

## SPECIAL PROVISIONS C.D.B.G. PROJECT

### ARTICLE 4 – SECTION 3 CLAUSE

#### SECTION 3 CLAUSE

(24 CFR 135.38)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance and HUD—assisted projects covered by section 3, shall, to the greatest extent possible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 2 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment will be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- H. **Section 3 business concern** means a business concern, as defined in this section—
- (1) That is 51 percent or more owned by section 3 residents;
- or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents;

**SPECIAL PROVISIONS  
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or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

**A Section 3 Resident**, as defined in this section—

(1) Section 3 residents are:

Public housing residents

Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

(2) A low-income person is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(3) A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

INCOME LIMITS FY 2021: Orlando-Kissimmee-Sanford, FL MSA

MFI: \$70,800

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$42,750	\$48,850	\$54,590	<b>\$61,050</b>	\$65,950	\$70,850	\$75,750	\$80,600