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400 North 15th Street
Palatka, FL 32177
Phone: (386) 329-0132
www.palatkaha.org

Palatka Housing Authority

PROCUREMENT and CONTRACTS

2025

PHA2025-RFP/LandScape-08

LANDSCAPE MAINTENANCE SERVICE/JOB TRAINING PACKAGE

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE/JOB TRAINING
PALATKA HOUSING AUTHORITY**

The Palatka Housing Authority of Palatka, Florida (hereinafter, called the "the Authority") invites your firm to submit a proposal in accordance with this Request for Proposal (RFP) and with consideration of partnering for our hands-on staff training program. Your response to this request will be evaluated to determine your firm's qualifications. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Bidder shall be required to enter into a landscape maintenance contract based on the specifications outlined in this RFP.

The date of Solicitation: December 1, 2025

Each Proposer should submit their Proposal to Palatka Housing Authority, Attention: Willie Mae Thomas, Procurement Officer, 400 N. 15th Street, Palatka, FL 32177. **Proposals will be accepted until November 15, 2025 2:00 p.m. Eastern Standard Time (EST). A copy of the proposal packets will be available on November 1, 2025 for pickup and available on the PHA website: www.palatkaha.org**

Proposals must be clearly marked – “Request for Proposals – Landscape Maintenance Services”

Any Proposals received after the specified time and date will not be considered. All Proposals must be received and time-date stamped by the PHA receptionist at the address listed above, on or before the above specified time and date or emailed. If you choose to mail in your Proposal, it must be mailed return receipt requested and arrive by the specified time, regardless of the postmark date. THERE WILL BE NO EXCEPTIONS.

By submission of a Proposal the Contractor agrees, if its Proposal is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP. The Proposers further accept all of the terms and conditions of the RFP.

Proposals should be prepared in accordance with instructions contained within the RFP and should remain valid for 90 days. PHA will not be liable for any costs incurred in the preparation of proposals. Proposals shall be evaluated by PHA as stated in the evaluation factors noted in the RFP. NOTE: PHA reserves the right to reject any or all proposals if such action is in the best interest of the Housing Authority and to waive any and all informalities and minor irregularities.

PHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.

The properties: All located within the City of Palatka, Florida

- **Northside Homes Community**
- **Dr. James A. Long Community**
- **Rosa K. Ragsdale Community**

The Owner/Contact:

Name: Palatka Housing Authority,

400 N. 15th Street, Palatka, FL 32177

Contact: Ms. Willie Mae Thomas, Procurement Director

Contact Phone: 386-329-0132, ext 215 or cell 386-530-0615

Contact Email: wmthomas@palatkaha.org

Questions: may not be submitted by telephone. All questions must be made by email and include the Contractor's name and reference to the specific section of the RFP. The last day for questions will be November 15, 2025 - 2:00 pm EST. Questions submitted after that time shall not be addressed.

All questions from RFP participants and the corresponding response will be posted on the Authority website.

SUBMISSION OF PROPOSALS:

In order to qualify for the Work on this Project, bidders must submit all information requested in this proposal. All proposals must be received by December 2025. Bids will be accepted at 1 Roop St., Carrollton, GA 30117. Bids will not be accepted by Email or U.S. Mail.

All proposals must remain in effect for at least 30 days from submittal. PHA has the sole discretion to: (a) reject any and all bid proposals and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that the award of a landscaping contract will be made to any firm.

CONTRACTOR INFORMATION

The Authority may request additional information, samples, or presentations in support of proposals. Additionally, PHA may interview contractors under consideration to clarify any information provided or to gather more evidence of managerial, financial, and technical abilities.

PART 1 - GENERAL CONDITIONS

Partnership Training

- **Mentorship Program:** Pairing new cleaners with seasoned professionals to learn on the job.
- **Standardized Checklists:** Detailed, task-specific checklists are followed to ensure a consistently high level of service.
- **Ongoing Education:** The team receives regular training updates on new products and techniques.
- **Quality Assurance Inspections:** Routine checks are conducted to ensure every clean meets exacting standards.

SCOPE OF WORK

The Landscape Maintenance Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Each Bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period.

Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, and cleanup.

The intent is to maintain an attractive appearance of the property as determined by the Owner.

The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the Owner.

DURATION OF AGREEMENT

The term of the Agreement shall be for one year (1) with a one year OPTION. At its sole discretion, the Palatka Housing Authority reserves the right to extend the Contract yearly for Four (4) years if agreed to by both parties.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the Owner, if said Contractor elects subcontract for any work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract, and the Contractor shall remain liable to the same extent that its liability would attach as if the Contractor's employees had performed the Work.

By submitting the Bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the Work being bid, and the type of Work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of three (3) years in business.
3. Has access to all necessary equipment and the organizational capacity and technical competence to do the Work properly and expeditiously.
4. Is safety conscience with a history of satisfactory past performances.
5. The Landscape Maintenance Contractor for Work under this section shall be licensed by the State of Florida to apply insecticides approved for use in the State of Florida.
6. Has a record of satisfactorily completing past projects. Criteria that will be considered in determining the satisfactory completion of projects by the Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the Work and completed past contracts according to established schedules.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain adequate Insurance covering his activities at the project premises at his sole expense. Said Insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such Insurance shall be in the amounts stated below.

1. Worker's Compensation Insurance:

As required by State of the locale of the Project for all of the Contractor's employees engaged in Work associated with the Project equal to \$1,000,000 workers compensation insurance.

2. Commercial General Liability Insurance:

The Contractor shall maintain during the life of this Contract and until one year after completion of this Contract Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate per Project, and a combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insured.

PAYMENTS

Contractor shall submit an Application Payment/Invoice to the Owner for services monthly. The Owner shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified. The Owner shall promptly reply to all Contractor's questions or requests pertaining to the Project and approve or reject all Contractor submittals. The Owner shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

CODES AND STANDARDS

The Contractor shall perform all Work in compliance with applicable requirements of governing authorities having jurisdiction.

PROJECT CONDITIONS

- For the Contractor to properly perform and complete his Work, the Owner must cooperate by providing him with access to the work areas and any required staging, offloading or preparation areas, as agreed upon by both parties.
- The Contractor shall be familiar with the Project premises and how the existing conditions will affect work during maintenance services.
- The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, and conditions of the actual job site.
- Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from the necessity of furnishing any materials or equipment or performing any work that may be required to complete the Work in accordance with the RFP.
- Neglect of the above requirements will not be accepted as a reason for delay in the Work or additional compensation.
- The Owner shall provide complete information regarding all requirements for the Project not expressly contained herein and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner.

The Owner shall diligently endeavor to facilitate the Contractor's Work by providing reasonable access to all work areas. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during regular business hours and, as is necessary, at other times so that the Contractor can conduct regular, scheduled maintenance and any unique service(s). Contractor must coordinate prior with owner of the availability of offloading and staging areas and other facilities required for the efficient performance of the Work.

PART 2 - LANDSCAPE SERVICES

The services shall consist of a complete, regularly scheduled program (and as agreed upon with the Owner) for maintaining the health and appearance of the Project's landscape and plantings.

Trained service technicians shall carry out these services at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the Agreement.

TURF MAINTENANCE

Turf Mowing

- Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor must use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- All properties must be mowed every 7 days without exception during the growing period of March 1, thru October 31. All properties must be mowed at a rate predetermined for the growing and non growing period.
- The Contractor must mow grounds along the roadside and fences for all properties.
- Permanent fixtures in the turf areas must be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage.

Turf Edging

- Edging and trimming along curbs, walks, and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged three (3) times yearly during the growing season.
- Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders must be treated chemically and/or physically removed with a spade.
- Edging that cannot be addressed during regular visits due to vehicle obstructions must be discussed with the Owner to achieve a solution.

Turf Fertilization & Weed Control

- Well-balanced fertilizer shall be used to maintain a healthy green color and applied based on the Contractor's knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention

Trash, Debris, Sticks & Limbs

1. During routine maintenance visits, the Contractor is responsible for removing trash, debris, sticks and limbs from the property.
2. Curbs, sidewalks, etc., must be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
3. Heavy accumulations of sand, gravel, leaves, etc., must be removed with a shovel and brooms if blowers provide unsatisfactory results.
4. Contractor is responsible for trimming tree limbs as needed.

GROUND COVER & BEDS

1. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
2. Groundcovers shall be fertilized with a complete fertilizer, as appropriate and as the Contractor recommends.
3. Litter and debris shall be removed during maintenance visits to ensure a neat appearance.
4. Vines shall be trimmed neatly against supporting structures and kept within bounds.
5. Groundcovers shall be kept trimmed within curbs and along walkways.

OTHER SERVICES

- Spring and Fall Cleanup shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds.
- Fall Cleanup shall be performed as follows and should be included in the pricing. Fall cleanup shall be in late fall after all leaves have fallen from the trees in the area. Work shall consist of, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, and cutting back perennial plantings appropriately.
- The Contractor shall establish and maintain an effective communication system with the Owner. Occasionally, the Contractor may be asked to act as a general contractor for landscape/hardscape installations.

PART 3- GENERAL CONDITIONS

OWNER RESPONSIBILITIES AND RIGHTS

- The Owner shall facilitate the Contractor's Services Program by providing access to the Project premises during regular business hours and, as is necessary, at other times so that the
- Contractor can conduct both regularly scheduled landscape services and any special services with prior approval from the Owner.

Termination of Agreement

1. During the Landscape services period, **(30)** days notice shall be required for termination of this Agreement.
2. In the event of termination not the Contractor's fault, the Contractor shall be compensated for all products and services supplied to the termination date.

Unless Conflict of Laws, Assignment & Integration Clauses

1. otherwise specified, this Agreement shall be governed by the law of the locale of the Project.
2. Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Proposal Evaluation

Interested parties will be evaluated based on cost (50 pts), qualifications (30 pts), and evidence of ability to perform services (20 pts) in accordance with the Procurement Policy of the Housing Authority of the City of Palatka.

As time permits, an evaluation panel will rate eligible parties according to the above criteria and may conduct reference checks as part of the process. If there is insufficient information, the PHA reserves the right to request additional information and to interview interested parties to discuss their qualifications.

BID FORMS

Proposals must adhere to the format of these bid forms and the content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

MONTHLY LANDSCAPE SERVICES BID:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment, and services necessary to perform the Landscape Maintenance Services for a period of one (1) year for the landscaping and bed work for the above-stated Project for an annual fee of (inclusive of all state and local sales tax):

Dollars (\$_____) per Year

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said, Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said Bid; and that said Bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

All of said Work will be performed at the Bidder's own cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and at the time stated in the Contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and complete accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation, Partnership, Proprietorship

SEAL:

(If corporation)

Summary of Experience

Company Name: _____
Main Office Location: _____
Contact Name: _____
Phone #: _____
FAX# _____
Email _____
Year Company founded _____
Years in Landscape Maintenance: _____
Last calendar year landscape maintenance volume: _____

Yes No Have you ever operated a landscaping business under another name? If so, list the previous name:

Yes No Have you ever defaulted on a project? If so, please explain:

Yes No Do you have ALCA Certified Landscape Professionals on staff?

Yes No Do you have ALCA Certified Landscape Technician(s) on staff?

Yes No Do you have a licensed pesticide applicant on staff in the State of the Project's locale?

List other services you provide:

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the Project specified. (Duplicate the form as required)

Name of Project:

Address of Project:

Management Company:

Contact Person:

Telephone Number:

Email:

Monthly Contract Amount: (circle one) less than \$500 \$501 - 1,000 \$1,001-\$2,000
\$over 2,000

Years Serviced: (circle one) less than 1 year 1-3 years 3-5 years 5-10 years over 10
years

Description of Work:

Other Remarks:

TAB A



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Palatka, FL 32177
Phone: (386) 329-0132
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BID DOCUMENT CHECKLIST

EACH BIDDER SHALL PROVIDE THE FOLLOWING DOCUMENTS IN THEIR BID:

- CERTIFICATE OR COPY OF THEIR CONTRACTOR'S/BUSINESS LICENSE
- CURRENT COPY OF THEIR CERTIFICATE OF LIABILITY INSURANCE AND WORKMAN'S COMP INSURANCE
- HUD FORM 5369 REPRESENTATIONS & CERTIFICATIONS OF BIDDERS
- HUD FORM 2530 PREVIOUS PARTICIPATION FORM
- NON-COLLUSIVE AFFIDAVIT (Requires Notary)
- DAVIS-BACON WAGE RATE FORM
- PUBLIC ENTITY CRIME SWORN STATEMENT (Requires Notary)
- BID PRICE PROPOSAL FORM (Signed and Dated)

TAB B



**400 North 15th Street
Palatka, FL 32177
Phone: (386) 329-0132
www.palatkaha.org**

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being
by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or
contractor) is

_____.

2. My relationship to _____ (name of bidder or contractor) is

_____.

(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, or contract for goods or services to be provided to any public entity or such an agency or political

subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person

or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or the contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20 ____.

Notary Public

My Commission Expires _____

TAB C



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**ACKNOWLEDGEMENT
DAVIS-BACON WAGE RATE FORM**

I, ACKNOWLEDGE THAT I HAVE READ AND WILL ADHERE TO ALL FEDERAL WAGE AND PAY RATE GUIDELINES FOUND IN THE ATTACHED DAVIS-BACON WAGE RATE DOCUMENT.

FIRM: _____

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

TAB D



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INSURANCE, LICENSE, TAX REQUIREMENTS

The Contractor shall take out and maintain throughout the contract period insurance in the following **minimum** requirements.

GENERAL LIABILITY INSURANCE: Shall be maintained with limits for bodily injury or death of not less than \$1,000,000.00 aggregate per policy, and with limits for property damage of not less than \$250,000.00 per occurrence and not less than \$1,000,000.00 aggregate for the policy.

AUTOMOBILE LIABILITY INSURANCE: All motor vehicles used in connection with the contract whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$50,000.00 per person and not less than \$50,000.00 for each occurrence, and not less than \$250,000.00 per aggregate.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE: All employees including owner or partners shall be covered by the following minimum limits. However partners or owner that qualifies for exemption under the workman compensation law can submit the proper exemption certificate. Listed below are the minimum limits of insurance.

1. Bodily injury by accident, \$100,000.00 each accident.
2. Bodily injury by disease, \$100,000.00 each person.
3. Policy limit \$500,000.00

The Contractor shall furnish to the Palatka Housing Authority a Certificate of Insurance showing the name of **the insurance company, type** of insurance, amount of coverage, policy number, effective date and expiration date of the policy. This certificate must be signed by a representative of the insurance company and must include the provision that no change in, or cancellation of any policy listed in the certificate will be made prior to written notice to the owner. The Contractor shall furnish to the Palatka Housing Authority the Certificate of Insurance before the commencement of work.

TAXES

FEDERAL, STATE, AND LOCAL PAYROLL TAXES

No Federal, State, local income tax or payroll tax of any kind shall be withheld or paid by the Local Authority on behalf of the Contractor or the employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for Federal, State, or local tax purposes.

The Contractor-understands that the Contractor is responsible to pay, according to law, the Contractor's income taxes_ If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.

HUD REQUIREMENTS

The Contractor agrees to abide by all applicable HUD regulations as well as Federal, State, and Local Laws and regulations that may apply to the work or services provided. The Contractor has reviewed and agrees to follow the State of Florida. current Davis-Bacon Wage Determination Rate for all employees. The Contractor is responsible for obtaining any and all permits or regulatory authorizations prior to commencement of the work or Contract.

TAB E



400 North 15th Street
Palatka, FL 32177
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NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, Being first duly sworn, deposes and says:

That he/she is _____

(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of Affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Palatka Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission expires: _____

TAB F

"General Decision Number: FL20250047 01/03/2025

Superseded General Decision Number: FL20240047

State: Florida

Construction Type: Residential

County: Putnam County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or		Executive Order 13658 generally applies to the contract. The contractor must pay all	

extended on or after January	covered workers at least
30, 2022:	\$13.30 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.
_____	_____

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

PAIN0078-001 07/01/2024

	Rates	Fringes
GLAZIER.....	\$ 27.36	14.18

SUFL2009-086 06/08/2009		

	Rates	Fringes
CARPENTER, Excludes Drywall		
Hanging.....	\$ 13.29 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.89 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 10.00 **	0.00
DRYWALL HANGER.....	\$ 12.35 **	0.00
ELECTRICIAN.....	\$ 10.89 **	0.00

HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 10.30 **	0.00
INSULATOR: Batt and Blown.....	\$ 14.70 **	0.00
LABORER: Common or General.....	\$ 10.31 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00 **	0.00
LABORER: Pipelayer.....	\$ 14.19 **	0.00
OPERATOR: Backhoe.....	\$ 13.92 **	0.00
OPERATOR: Loader.....	\$ 12.00 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....	\$ 10.35 **	0.00
PLUMBER.....	\$ 13.00 **	0.00
ROOFER, Includes Built Up, and Shake & Shingle Roofs.....	\$ 11.64 **	0.00
TRUCK DRIVER.....	\$ 10.00 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

TAB G

OTHER FORMS

(please download HUD forms for this packet)

HUD form 2530	Previous Participation Certification
HUD form 5369 a	Representations, Certifications, and Other Statements of Bidders
HUD form 5369 b	Instructions to Offerors Non-Construction
HUD form 5369 c	Certifications and Representations of Offerors Non-Construction Contract